



भारत का राजापत्र

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प्रारंधकार से प्रकाशित

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No. 25] NEW DELHI, SATURDAY, JUNE 19, 1965/JYAISTA 29, 1887

इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed
as a separate compilation

नोटिस

NOTICE

नीचे लिखे भारत के ग्रामादारण राजत्र ९ जून 1965 तक प्रकाशित किये गये।

The undermentioned Gazettes of India Extraordinary were published upto the 9th June 1965:—

Issue No.	No. and Date	Issued by	Subject
112	S.O. 1731, dated 31st May 1965.	Ministry of Industry and Supply.	The Cement Control (Sixth Amendment) Order, 1965.
113	S.O. 1732, dated 1st June 1965.	Ministry of Steel and Mines.	Fixation of Selling prices of Coal or Coke for Colliery Owners.
	S.O. 1733, dated 1st June 1965.	Iditto.	Fixation of selling prices of Coal or coke overloaded at any weighbridge for Colliery Owners.
114	S.O. 1803, dated 1st June 1965.	Ministry of Information and Broadcasting.	Approval of film specified therein.
115	S.O. 1804, dated 1st June 1965.	Cabinet Secretariat.	Amendments made in the Government of India (Allocation of Business) Rules, 1961.

Issue No.	No. and Date	Issued by	Subject
116	S.O. 1805, dated 2nd June 1965.	Ministry of Commerce.	Management of the industrial undertaking Katihar Jute Mills, Katihar is taken by the Central Government.
	S.O. 1806, dated 2nd June 1965.	Ditto.	Directions to Authorised Controller of the Katihar Jute Mills, Katihar.
117	S.O. 1807, dated 3rd June 1965.	Ditto.	Amendment made in the Exports (Control) Order, 1962.
118	S.O. 1808, dated 4th June 1965.	Ditto.	Amendment made in the notification of the late Ministry of International Trade No. S.O. 3605, dated 30th December 1963.
119	S.O. 1809, dated 4th June 1965.	Ditto.	Appointment of a body of persons to make investigation for a full in volume of production of cotton textiles in the Aurangabad Mills Ltd., Aurangabad (Maharashtra State).
	S.O. 1810, dated 4th June 1965.	Ditto.	Appointment of a body of persons to make investigation for a full in volume of production of cotton textiles in the Savaram Ramprasad Mills Company Ltd. Akola (Maharashtra State).
120	S.O. 1811, dated 5th June 1965.	Ditto.	Amendments made to the Exports (Control) Order, 1962.
	S.O. 1812, dated 5th June 1965.	Ditto.	Amendments made to the Exports (Control) Order, 1962.
121	S.O. 1884, dated 9th June 1965	Ditto.	Amendment made to the Exports (Control) Order, 1962.

उमर लिसे असाधारण गजटों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3 उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ द्वेष प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF HOME AFFAIRS

ORDER

New Delhi, the 10th June 1965

S.O. 1893.—In exercise of the powers conferred by sub-section (1) of section 4 of the Inter-State Corporations Act, 1957 (38 of 1957), the Central Government,

after consulting the Governments of the States of Gujarat, Maharashtra, Mysore and Rajasthan, approves the scheme forwarded by the Government of Mysore relating to the extension of time-limit specified in the Bombay Labour Welfare Board (Reconstitution) Order, 1959, for the constitution of a Labour Welfare Board for the Karnatak area, and for the purpose of giving effect to the scheme so approved, the Central Government hereby makes the following Order further to amend the Bombay Labour Welfare Board (Reconstitution) Order, 1959, namely:—

1. This Order may be called the Bombay Labour Welfare Board (Reconstitution) Amendment Order, 1965.

2. In the Bombay Labour Welfare Board (Reconstitution) Order, 1959,—

(i) in sub-paragraph (b) of paragraph 3, for the words "five years", the words "six years" shall be substituted and shall be deemed always to have been substituted;

(ii) in the Schedule, in paragraph 6, in new section 4A of the Bombay Labour Welfare Fund Act, 1953, for the words "five years" the words "six years" shall be substituted and shall be deemed always to have been substituted.

[No. F.8/3/65-SR(R).]

HARI SHARMA, Special Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 10th May 1965

S.O. 1894.—In pursuance of rule 5 of the Indian Foreign Service, Branch 'B' (Recruitment, Cadre, Seniority and Promotion) Rules, 1964, the Central Government in consultation with the Commission, hereby makes the following regulations, namely:—

1. **Short title and commencement.**—(1) These regulations may be called the Indian Foreign Service, Branch 'B', (Departmental Promotion Committees and Establishment Boards) Regulations, 1965.

(2) They shall come into force at once.

2. **Definitions.**—In these regulations, unless the context otherwise requires,

(a) "Commission" means the Union Public Service Commission;

(b) "Controlling Authority" means the Government of India in the Ministry of External Affairs.

(c) "Junior Board" means the Junior Establishment Board;

(d) "Junior Committee" means the Junior Departmental Promotion Committee;

(e) "Rules" means the Indian Foreign Service, Branch 'B' (Recruitment, Cadre, Seniority and Promotion) Rules, 1964.

(f) "Senior Board" means the Senior Establishment Board;

(g) "Senior Committee" means the Senior Departmental Promotion Committee;

3. **Composition of the Senior Committee, the Junior Committee, the Senior Board and the Junior Board.**

(1) **Senior Committee**

(i) The Senior Committee shall consist of—

(a) three Joint Secretaries in the Ministry of External Affairs including the Joint Secretary in charge of Administration;

(b) a Joint Secretary in the Ministry of Commerce.

(ii) The Joint Secretary in charge of Administration in the Ministry of External Affairs shall be the Convenor;

(iii) The quorum shall be three;

(iv) In matters where the Commission is associated under regulation 5, the Chairman or a Member of the Commission so associated shall preside over the Committee. In other cases, the senior-most Joint Secretary present shall preside.

(2) *Junior Committee*

(i) The Junior Committee shall consist of—

- Directors or Deputy Secretaries not exceeding two in number including the Director or Deputy Secretary in charge of Administration (Personnel) in the Ministry of External Affairs;
- one Director or Deputy Secretary in the Ministry of Commerce;
- two Under Secretaries in the Ministry of External Affairs.

(ii) The Director or Deputy Secretary in charge of Administration (Personnel) in the Ministry of External Affairs shall be the convenor;

(iii) The quorum shall be three;

(iv) The senior-most Director or Deputy Secretary present shall preside.

(3) *Senior Board*

(i) The Senior Board shall consist of—

- the Joint Secretary in charge of Administration in the Ministry of External Affairs;
- two Directors or Deputy Secretaries including the Director or Deputy Secretary in charge of Administration (Personnel) in the Ministry of External Affairs;
- a Director or Deputy Secretary in the Ministry of Commerce;
- an Under Secretary in the Ministry of External Affairs.

(ii) The Deputy Secretary in charge of Administration (Personnel) in the Ministry of External Affairs shall be the convenor.

(iii) The quorum shall be three;

(iv) The presiding officer shall be the Joint Secretary in charge of Administration, in whose absence no Senior Board meeting shall be held.

(4) *Junior Board*

(i) The Junior Board shall consist of—

- Directors or Deputy Secretaries not exceeding two in number including the Director or Deputy Secretary in charge of Administration (Personnel) in the Ministry of External Affairs;
- one Director or Deputy Secretary in the Ministry of Commerce;
- two Under Secretaries in the Ministry of External Affairs.

(ii) The Director or Deputy Secretary in charge of Administration (Personnel) in the Ministry of External Affairs shall be the convenor;

(iii) The quorum shall be three;

(iv) The senior-most Director or Deputy Secretary present shall preside.

(5) *Nomination of officers to respective Committees and Boards.*—The nomination of officers of the Ministry of External Affairs to the Senior Committee, the Junior Committee, the Senior Board and the Junior Board shall be made by the Foreign Secretary with the approval of the Minister in the Ministry of External Affairs. The nomination of the officers from the Ministry of Commerce shall be made with the approval of the Secretary and the Minister in that Ministry.

4. **Functions of the Senior Committee, the Junior Committee, the Senior Board and the Junior Board.**—The functions of the respective Committees and Boards shall be as hereunder:—

(1) *Senior Committee.*—The Senior Committee shall advise the Controlling Authority on the following matters:—

- to determine the suitability for promotion of officers belonging to the Integrated Grades II and III of the General Cadre and Grade I of the Cypher Sub-Cadre, to Grade I of the General Cadre;
- to determine the suitability for confirmation of officers belonging to Grade I, Integrated Grades II and III of the General Cadre and Grade I and Grade II of the Stenographers' Sub-Cadre;
- to determine the suitability for promotion of officers belonging to Grade IV of the General Cadre, Grade II of the Cypher Sub-Cadre and Grade I of the Stenographers' Sub-Cadre, to the Integrated Grades II and III of the General Cadre;

- (iv) to determine the suitability for promotion of officers belonging to Grade II of the Stenographers' Sub-Cadre, to Grade I of that Sub-Cadre;
- (v) to determine the suitability of the following officers for retention in service beyond the age of superannuation:—
 - (a) Integrated Grades II and III, Grade IV, Grade V and Grade VI of the General Cadre;
 - (b) Grade I and Grade II of the Stenographers' Sub-Cadre;
 - (c) Grade I and Grade II of the Cypher Sub-Cadre.
- (vi) to recommend the grant of incentive awards to all officers in the Ministry of External Affairs, in accordance with any scheme for the grant of such awards that may be prescribed by the Government from time to time.

(2) *Junior Committee*.—The Junior Committee shall advise the Controlling Authority on the following matters:—

- (i) to determine the suitability for promotion of officers belonging to the Grade V of the General Cadre, to Grade IV of that Cadre;
- (ii) to determine the suitability for promotion of officers belonging to Grade VI of the General Cadre, to Grade V of that Cadre;
- (iii) to determine the suitability for (a) transfer of officers from Grade IV of the General Cadre to Grade II of the Cypher Sub-Cadre, under sub-rule (1) of rule 19 of the Rules, and (b) promotion of officers belonging to Grade V and Grade VI of the General Cadre, to Grade II of the Cypher Sub-Cadre, under sub-rule (2) of rule 19 of the Rules.
- (iv) to determine the suitability for confirmation of officers belonging to Grade IV, Grade V and Grade VI of the General Cadre and Grade II of the Cypher Sub-Cadre.

(3) *Senior Board and Junior Board*.—The functions of the Senior Board and the Junior Board shall be to advise the Controlling authority on postings and transfers of officers who shall come under the purview of the Senior Committee and the Junior Committee respectively.

5. **Consultation with the Commission on matters regarding promotions and confirmations.**—Consultation with the Commission on matters regarding promotions and confirmations shall be to the extent indicated as hereunder:—

- (1) All promotions to and confirmation in Grade I of the General Cadre shall be made by the Controlling Authority in consultation with the Commission. For this purpose, the Commission shall be associated with the Senior Committee;
- (2) All promotions to and confirmations in grades other than Grade I of the General Cadre, shall be made by the controlling authority in consultation with the Commission where necessary, under the general orders in force in this behalf.

6. **General.**—(1) The proceedings of the Senior Committee, the Junior Committee, the Senior Board and the Junior Board shall be submitted to the Foreign Minister or to the Minister or the Deputy Minister in the Ministry of External Affairs, nominated by him in this behalf for approval, before any action is taken by the controlling authority.

(2) In respect of any matter for which no provision has been made in these regulations, the relevant provisions contained in the various orders of the Government made applicable to the Central Secretariat Service shall apply *mutatis mutandis* to the members of the Indian Foreign Service, Branch 'B'.

[No. 28(GA)/65.]

R. G. RAJWADE, Jt. Secy.

THE MADRAS CENTRAL EXCISE COLLECTORATE, MADRAS

CENTRAL EXCISES

Madras, the 31st May 1965

S.O. 1895.—In exercise of the powers conferred by section 10 of the Customs Act, 1962 (52 of 1962) the Collector, hereby appoints the Cement Pier at the port

of Tuticorin to be a boarding station for the purpose of boarding by officers of Customs, of all Sailing vessels arriving at the above Port from any foreign Port.

[No. VIII/48/69/65-Cus.]

Madras, the 2nd June 1965

S.O. 1896.—In pursuance of Rule 5 of the Central Excise Rules, 1944, the undersigned hereby empowers the Deputy Collectors of Central Excise in this Collectorate, to exercise within their respective jurisdictions the powers for approval of manufacturing formulae under Rule 191-B of the Central Excise Rules, 1944.

[C. No. V(19)30/35/65-C.E.POL.]

A. K. ROY, Collector.

CENTRAL EXCISE COLLECTORATE, KANPUR
CUSTOMS

Kanpur, the 1st June 1965

S.O. 1897.—In supersession of Notification No. 3-Customs/63, dated 1st February 1963, issued by the Collector of Customs, Kanpur, I, Vipin Maneklal, Collector of Customs, Kanpur, do hereby assign the powers specified in Sections of the Customs Act, 1962 mentioned in column (1) of the table below to Officers of Central Excise specified in the corresponding entry in column (2) of the said table:

(1)	(2)
Sec. 100, 103, 106 & 110	Superintendent, Dy. Supdts. and Inspectors of Central Excise, Kanpur Collectorate within their respective jurisdictions.

[No. 1/Customs/65.]

S.O. 1898.—In supersession of Notification No. 3-Customs/63, dated 1st February 1963, issued by the Collector of Customs, Kanpur, I, Vipin Maneklal, Collector of Customs, Kanpur, do hereby assign the powers specified in Sections of Customs Act, 1962 mentioned in column (1) of the table below to Officers of Central Excise specified in the corresponding entry in column (2) of the said table:

(1)	(2)
Section 101, 104 & 107	Superintendents, Dy. Supdt. & Inspectors of Central Excise, in Kanpur Collectorate, within their respective jurisdictions.

[No. 2/Customs/65.]

VIPIN MANEKLAL, Collector.

MINISTRY OF COMMERCE

New Delhi, the 8th June 1965

S.O. 1899.—In exercise of the powers conferred by sub-section (2) of section 3 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby appoints Ila Jagannath, Member, Forward Markets Commission, Bombay,

to officiate as Chairman of the Commission with effect from the forenoon of the 14th May, 1965 vice Shri A. S. Naik, granted leave.

[No. 37(3)-Com.(Genl)(FMC)/63.

B. K. VARMA, Under Secy.

Textile (F) Section

New Delhi, the 8th June 1965

S.O. 1900.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following order further to amend the Art Silk Textiles (Production and Distribution) Control Order, 1962, namely:—

1. This Order may be called the Art Silk Textiles (Production and Distribution) Control (Second Amendment) Order, 1965.

2. In the Art Silk Textiles (Production and Distribution) Control Order, 1962:—

(1) In clause 2, after sub-clause (e), the following sub-clause shall be inserted, namely:—

“(ee) “Spindle” means spindle worked by power as defined in clause (g) of section 2 of the Factories Act, 1948 (63 of 1948) and used for the production of man-made cellulosic and non-cellulosic spun fibre yarn.”

(2) In clause 3,—

(a) in sub-clause (3)—

(i) the expression “or doubling/twisting” shall be omitted.

(ii) the following proviso shall be inserted at the end namely:—

“Provided that in granting or refusing the permission under this sub-clause, the Textile Commissioner shall have regard to the following matters, namely:—

(a) the requirement of art silk yarn in the country;

(b) the size of the undertaking;

(c) the nature of the preparatory and other machines already installed in the undertaking;

(d) the availability of man-made fibres;

(b) after sub-clause (3) the following sub-clause shall be inserted, namely:—

“(4) If the Textile Commissioner is satisfied, either on a reference made to him in this behalf or otherwise, that any person, to whom a permission under sub-clause (3) has been granted, had supplied incorrect information for the purpose of obtaining such permission he may, after giving the person concerned an opportunity to explain, and without prejudice to any other action which may be taken against such person, revoke the permission and shall in such case, furnish him with a copy of the order so passed and on such revocation the spindle to which the permission relates shall not thereafter be worked.”

(3) After clause 10, the following clauses shall be inserted namely:—

“11. *Appeal.*—Any person aggrieved by any order of the Textile Commissioner made under this Order may prefer an appeal to the Central Government within thirty days of the date of communication of such order and the decision of the Central Government thereon shall be final.

12. *Delegation of powers.*—The Textile Commissioner may, by general or special order, in writing and with the previous sanction of the Central Government, authorise any officer to exercise on his behalf all or any of his powers and functions under this Order.”

[No. F. 23(2)/Tex(D)/62-Tex(F).]

G. R. KADAPA, Dy. Secy.

MINISTRY OF STEEL & MINES

(Department of Mines and Metals)

New Delhi, the 8th June 1965

S.O. 1991.—In exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and of all other powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Mines and Fuel No. S.O. 1894 dated the 24th June, 1963.

[No. C2-22(12)/63.]

S.O. 1902.—Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel S.O. No. 1975, dated the 6th July, 1963, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the locality specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto;

And whereas in respect of the said lands no notice under sub-section (1) of section 7 of the said Act has been given:

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7, of the said Act, the Central Government hereby specifies a further period of one year commencing from the 6th July, 1965 as the period within which the Central Government may give notice of its intention to acquire the whole or any part of the said lands or of any rights in or over such lands.

SCHEDULE

Drg. No. Rev/21/63

Dated 5-2-1963

BLOCK PUNDI EXTN
(PUNDI EXTENSION BLOCK—I)

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1.	Bongahara	.	.	Mandu	120	Hazaribagh
2.	Duni	.	.	"	119	"
3.	Pokharia	.	.	"	121	"
4.	Kuju	.	.	"	154	"
5.	Hesagara	.	.	"	122	"

Total area :— 1110.00 acres (Approximately)
Or 461.70 Hectares (Approximately)

Boundary Description

A-B line passes along the part common boundary of villages Hesagara and Bongahara and meets at point 'B'.

B-C line passes through village Hesagara and meets at point 'C'.

C-D line passes through villages Hesagara and Kuju and meets at point 'D'.

D-E line passes through village Kuju and meets at point 'E'.

E-F line passes through villages Kuju and Pokharia and meets at point 'F'.

F-G line passes through village Pokharia and meets at point 'G'.

G-H line passes along the part common boundary of villages Ara and Pokharia and meets at point 'H'.

H-I line passes along the common boundary of villages Ara and Bongahara and meets at point I.

J-K line passes through village Duni and meets at point 'K'.

K-L line passes through village Duni (Along the part left bank of Bokaro Nadi) and meets at point 'L'.

L-A line passes through villages Duni and Bengahara and meets at point 'A'.

BLOCK—MANDU
(PUNDI EXTENSION BLOCK II)

Drg. No. Rev/ 18/63.

Dated 25-1-1963.

SCHEDULE

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1. Mandu	Mnadu	114	Hazaribagh	..	Part	
Total area :—430.00 acres (Approximately) Or 174.15 Hectares (Approximately)						

Boundary Description:

A-B line passes through village Mandu and meets at point 'B'.

B-C line passes through village Mandu and meets at point 'C'.

C-A line passes through village Mandu and meets at point 'A'.

The maps of the areas can be inspected at the office of the Collector, Hazaribagh (Bihar) or at the office of the National Coal Development Corporation Limited, Ranchi.

[No. C.2.20(32)/62.]

S. KRISHNASWAMY, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE
(Department of Agriculture)

CORRIGENDUM

New Delhi, the 5th June 1965

S.O. 1903.—In the notification of the Government of India in the Ministry of Food and Agriculture No. S.O. 1521 dated the 4th May, 1965, published at page 1698 of the Gazette of India, Part II, Section 3(ii), in column 2 of the Table, against the entry "All Fruits", for "Rs. 0.50", read "Rs. 0.05".

[No. F.17-31/64-AM.]

SANTOKH SINGH, Under Secy.

(Dept. of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 11th June 1965

S.O. 1904.—In pursuance of Sub-Section (q) of Section 4 of the Indian Oilseeds Committee Act 1946 (9 of 1946), the Central Government hereby appoint Shri G. U. Rao, as a member of the Indian Central Oilseeds Committee to represent the Federation of Rural Peoples Organisation for the period ending the 30th September, 1965 or till the re-organisation of the Committee, whichever is earlier.

[No. 8-12/65-Com.III.]

A. S. CHAWLA, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 9th June 1965

S.O. 1905.—Whereas in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), the following persons have been elected by the Universities indicated against each to be members of the Medical Council of India with effect from respective dates shown against them namely :—

I. Dr. S. S. Anand, F.R.C.S., Director, Professor of Surgery, Punjab Institute of Post-graduate Medical Education & Research, University Chandigarh. 30-3-1965

2.	Dr. M. N. Bhattacharyya, B.A., M.B., D.T.M., D.C.H., F.R.C.P., F.C.C.P., Principal, Assam Medical College Dibrugarh.	Gauhati University	30-4-1965
3.	D. r. T. Manickam, M.B.B.S., D.L.O. (Eng) M.S. (ENT), F.I.C.S. (USA), Dean, Medical College Mysore	Mysore University	1-5-1965
4.	Dr. A. S. Paintal, Director, V.P. Chest Institute, University of Delhi, Delhi.	Delhi University	3-5-1965

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Health No. F. 5-13/59-MI, dated the 9th January, 1960, namely :—

In the said notification, under the heading "Elected under clause (b) of sub-section (1) of section 3":—

(i) for the entry against serial number 9, the following entry shall be substituted, namely :—

"Dr. S. S. Anand, F.R.C.S., Director, Professor of Surgery, Institute of Post-graduate Medical Education and Research, Chandigarh Punjab University"

(ii) for the entry against serial number 20 the following entry shall be substituted, namely :—

"Dr. T. Manickam, M.B.B.S., D.L.O. (Eng), M.S. (ENT), F.I.C.S. (USA), Dean, Medical College, Mysore Mysore University"

(iii) for the entry against serial number 21, the following entry shall be substituted, namely :—

"Dr. A. S. Paintal, Director, V. P. Chest Institute, University of Delhi, Delhi. Delhi University"

[No. F. 4-28/64-MPT (Pt.)]

New Delhi, the 14th June 1965

S.O. 1966.—In exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consultation with the Medical Council of India, hereby directs that the medical qualification 'M.D.' granted by the University of Alberta, Canada, shall be a recognised medical qualification for the purposes of that Act.

[No. F. 18-1/65-MPT.]

B. B. L. BHARADWAJ, Under Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

New Delhi, the 9th June 1965

S.O. 1907.—In exercise of the powers conferred by section 4 of the Merchant Shipping Act, 1958 (44 of 1958), read with rule 3 of the National Shipping Board Rules, 1960 the Central Government hereby directs that, with effect from the 8th June, 1965, the National Shipping Board shall be reestablished consisting of the following members, namely :—

1.	Shri Raghunath Singh	•	•	•	•	•	} Elected by the Lok Sabha.
2.	Shri R. Ramanathan Chettiar	•	•	•	•	•	
3.	Shri S. C. Samanta	•	•	•	•	•	} Elected by the Rajya Sabha.
4.	Shri Pravinsinh Natavarsinh Solanki	•	•	•	•	•	
5.	Shri Kota Punnaiah	•	•	•	•	•	} Central Government representatives.
6.	Shri Dahyabhai V. Patel	•	•	•	•	•	
7.	Shri P. V. R. Rao	•	•	•	•	•	
8.	Shri D. S. Joshi	•	•	•	•	•	
9.	Dr. Nagendra Singh	•	•	•	•	•	
10.	Shri C. P. Srivastava	•	•	•	•	•	
11.	Rear Admiral S. N. Kohli	•	•	•	•	•	
12.	Shri Govind H. Seth	•	•	•	•	•	

13.	Shri A. Ramaswami Mudaliar	.	.	.	.	.	.	.	.	.	.	.	Representatives of Shipowners.
14.	Shrimati Sumati Morarjee	.	.	.	.	.	.	.	.	.	.	.
15.	Shri Vasant J. Sheth	.	.	.	.	.	.	.	.	.	.	.
16.	Shri J. D. Randeri	.	.	.	.	.	.	.	.	.	.	.	Representatives of Seamen.
17.	Shri Bikas Majumdar	.	.	.	.	.	.	.	.	.	.	.
18.	Shri K. K. Khadilkar	.	.	.	.	.	.	.	.	.	.	.
													<i>Other interests</i>
19.	Shri D. M. Ashar	.	.	.	.	.	.	.	.	.	.	.	Sailing Vessels Industry.
20.	Shri D. M. Parekh	.	.	.	.	.	.	.	.	.	.	.
21.	Shri M. A. Master	.	.	.	.	.	.	.	.	.	.	.	Trade Interests
22.	Shri K. Srinivasan	.	.	.	.	.	.	.	.	.	.	.	Member Secretary

2. The Central Government hereby nominates Shri Raghunath Singh to be the Chairman of the said ~~Board~~ Board.

[No. 37-MD (5)/65]

B. P. SRIVASTAVA, Dy Secy.

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 9th June 1965

S.O. 1908.—In pursuance of clause (a) of sub-section (1) of section 283 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby rescinds the Notification of the Government of India in the Ministry of Transport (Transport Wing) No. S.O. 3441, dated the 7th December, 1963.

[No. F. 46-MA(8)/65.]

D. S. NIM, Dy. Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 11th June 1965

S.O. 1909.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specifies the 1st day of July, 1965 as the date on which the Measured Rate System will be introduced in Pathankot Telephone Exchange.

[No. 31-14/65-PHB.]

S. K. SEN, Asstt. Dir. Genl. (PHB).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 11 जून, 1965

एस० बो० 1910.—क्रमसंख्या 627 दिनांक 8 मार्च, 1960 के स्थायी आदेश द्वारा लागू किए गए भारतीय तार अधिनियम, 1951, के नियम 434 के खण्ड III के पारा (ए) के अनुसार डाक-तार महानिदेशक पठानकोट टेलीफोन केन्द्र में 1 जुलाई, 1965 से अमापित दर प्रणाली लागू करना निश्चित करते हैं।

[क्रमसंख्या 31-14/65-पी०प०च०बी०]

एस० कॉ० सेन,

सहायक महानिदेशक (पी०एच०व०)

MINISTRY OF WORKS AND HOUSING

New Delhi, the 9th June 1965

S.O. 1911.—In exercise of the powers conferred by sub-section (1) of Section 4 of the Rajghat Samadhi Act, 1951 (41 of 1951), the Central Government hereby nominates Shri Nandlal Parekh, Secretary, Gandhi Smarak Nidhi, as a non-official member of the Rajghat Samadhi Committee in place of Shri L. M. Shrikant.

The Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Works, Housing and Supply No. 19/2/62-WI, dated the 22nd August, 1962, namely:—

In the said notification, for the entry "L. M. Shrikant, Secretary, Gandhi Smarak Nidhi, Delhi", the following shall be substituted, namely:—

"Shri Nandlal Parekh, Secretary, Gandhi Smarak Nidhi, Delhi."

[No. 19/2/64-WI.]

S. CHAUDHURI, Dy. Secy.

MINISTRY OF IRRIGATION AND POWER

New Delhi, the 5th June 1965

S.O. 1912.—In exercise of the powers conferred by sub-section 2(a) of section 36A of the Indian Electricity Act, 1910 (No. 9 of 1910) and in supersession of this Ministry's Notification No. EL.II-8(5)/63, dated the 11th November, 1963, the Central Government hereby nominates Shri S. S. Aiyar, Chief Engineer, All India Radio, as Member of the Central Electricity Board *vice* Shri M. L. Sastry.

[No. EL.II-8(10)/65(I).]

S.O. 1913.—In exercise of the powers conferred by sub-section 2(c) of section 36A of the Indian Electricity Act, 1910 (No. 9 of 1910) and in partial modification of this Ministry's Notification No. EL.II.4(4)/59, dated the 18th November, 1959, the Central Government hereby nominates Shri V. Venugopalan, Member, Central Water and Power Commission (Power Wing), as a member of the Central Electricity Board to represent the Union Territory of Himachal Pradesh *vice* Shri K. P. S. Nair.

[No. EL.II-8(10)/65(II).]

K. G. R. IYER, Jt. Secy.

MINISTRY OF EDUCATION

New Delhi, the 10th June 1965

S.O. 1914.—The following draft of rules to amend the Ancient Monuments and Archaeological Sites and Remains Rules, 1959, which the Central Government proposes to make, in exercise of the powers conferred by section 38 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), is hereby published for general information as required by sub-section (1) of that section.

Any objections or suggestions that may be received by the Central Government in the Ministry of Education on or before the 12th July, 1965, will be considered.

Amendments

1. These rules may be called the Ancient Monuments and Archaeological Sites and Remains (Amendment) Rules, 1965.

2. In the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 (hereinafter referred to as the said rules), in rule 2,—

(a) for clauses (b) and (c), the following clauses shall respectively be substituted, namely:—

(b) "copying", together with its grammatical variations and cognate expressions, means the preparation of copies by drawing or by photography or by mould or by squeezing and includes the preparation of cinematographic film unaccompanied by histrionic action;

(c) "filming", together with its grammatical variations and cognate expressions, means the preparation of a cinematographic film accompanied by histrionic action;"

(b) in clause (d), for the words "Third Schedule" the words "Second Schedule" shall be substituted.

3. In rule 5 of the said rules, for the proviso to sub-rule (1), the following proviso shall be substituted namely:—

"Provided that an archaeological officer, or any officer of the Archaeological Survey of India authorised by him in this behalf, may, by notice to be exhibited in a conspicuous part of a protected monument, direct that a protected monument or part thereof shall—

(a) be kept open beyond the said period; or
 (b) be closed temporarily for such periods as may be specified in the notice.".

4. In rule 6 of the said rules,—

(a) for the words "Second Schedule", the words "First Schedule" shall be substituted;

(b) for the proviso, the following provisos shall be substituted, namely:—

"Provided that on every Friday no such fee shall be charged:

Provided further that an archaeological officer, or any officer of the Archaeological Survey of India authorised by him in this behalf may exempt from the payment of such fee any person or any class of persons, such as members of delegations sponsored by the Central Government or a State Government, State guests or persons accompanying such delegations or guests."

5. In rule 7 of the said rules,—

(a) in sub-rule (1) for the words "any meeting", the words "any observance meeting" shall be substituted;

(b) for sub-rule (2), the following sub-rules shall be substituted, namely:—

"(2) The prohibition contained in sub-rule (1) shall not apply to any observance, meeting, reception, party, conference or entertainment which is held in pursuance of a recognised religious usage or custom provided that it was so held before the declaration of the monument as a protected monument and was continued to be held thereafter.

(3) If any doubt or dispute arises as to whether any observance, meeting, reception, party, conference or entertainment is of the nature specified in sub-rule (2), the decision of the Central Government, or any authority empowered by that Government in this behalf, shall be final."

6. In rule 8 of the said rules,—

(a) in clause (c), for the words "cook or consume food", the words "cook or consume food, or smoke" shall be substituted;

(b) in clause (d), for the words "a visitor", the words "another person" shall be substituted.

7. In rule 16 of the said rules,—

(a) after clause (e), the following clause shall be inserted, namely:—

"(ee) the licensee shall not prepare for commercial purposes any copy of the excavation operations or structures or antiquities discovered as a result of such operations or use any such copy for commercial purposes;

(b) in clause (j), the word "and" occurring at the end shall be omitted;

(c) after clause (k), the following clause shall be inserted, namely:—

"(1) the licensee shall observe any other conditions which the Director-General may specify in the licence."

8. Rule 20 of the said rules shall be omitted.

9. In rule 21 of the said rules, for the word "excavation", the words "excavation operations" shall be substituted.

10. After rule 21 of the said rules, the following rule shall be inserted, namely:—

“21A. *Return of records of excavation operations.*—If the licensee fails to publish the results within the period specified by the Director-General in this behalf, the Director-General may, at his discretion, call upon the licensee to return, within such period as may be specified in this behalf, all the records of the excavation operations and all the antiquities, if any, permitted by the Central Government to be retained under rule 22, unless such antiquities have already been deposited by the licensee in a public institution as required by that rule.”

11. For rule 22 of the said rules, the following rules shall be substituted, namely:—

“22. *Retention of antiquities by licensee.*—In respect of any antiquity vested in the Central Government, it may, by order, permit the licensee who recovered the same during the excavation operations to retain it subject to such terms and conditions as may be specified therein, and the licensee shall, within the period specified by the Central Government in this behalf, deposit every such antiquity in a public institution approved by that Government:

Provided that human relics of historical importance and antiquities, which in the opinion of the Central Government are of national importance, shall not be permitted to be retained by the licensee.

22A. *Return of security.*—(1) On the expiration of the period specified by the Director-General under rule 21 or on the publication of the results of the excavation operations, whichever is earlier, the licensee may apply to the Director-General for the return of the security deposited by him or the balance thereof remaining after deduction of any amount under rule 17.

(2) Every such application shall be accompanied by fifty copies of the publication, free of cost, containing the result of the excavation operations together with a certificate of deposit from the head of the institution wherein the antiquities were deposited.

(3) The Director-General shall, within a period of six months after the receipt of the application referred to in sub-rule (1), return to the licensee the security, or the balance thereof, as the case may be”.

12. In rule 41 of the said rules, in sub-rule (2), clause (a), the word “camera-stand,” shall be omitted.

13. In rule 43 of the said rules,—

(a) for the words “protected monument”, the words “protected monument or part thereof” shall be substituted;
(b) for the words “three months”, the words “one month” shall be substituted.

14. In rule 44 of the said rules,—

(a) in sub-rule (1), after the proviso, the following proviso shall be inserted, namely:—

“Provided further that no licence shall be granted unless the person applying for a licence has furnished security of such amount not exceeding rupees ten thousand as the Director-General may, having regard to the circumstances of each case, require to safeguard against damage to a protected monument or part thereof to be filmed, or attached lawn or garden”;

(b) in sub-rule (2), for clause (b), the following clause shall be substituted, namely:—

“(b) the licensee shall ensure that nothing is done by him or any member of his party or any onlooker of the filming operation which has, or may have, the effect of exposing any part of the monument or attached lawn or garden to the risk of damage and, in the event of the occurrence of any damage thereto, the Director-General may recover any such amount as he may fix as the value of the damage from the security amount referred to in the second proviso to sub-rule (1)”.

15. In the Schedules to the said rules,—

(a) for the First Schedule and the entries relating thereto, the following shall be substituted, namely:—

FIRST SCHEDULE

Monuments and parts thereof entry into which can be had only on a payment of fee or and hours during which these monuments or parts thereof shall remain open (Vide rules 5 and 6)

Serial No.	State	District	Locality	Name of monument	Part of monuments entry to which can be had on payment of fee	Hours of opening	
						From March to October	From November to February
1	2	3	4	5	6	7	
1	Andhra Pradesh	Guntur	Amravati	Ruined Buddhist stupas and other remains.	Whole	From 9 A.M. to 5-30 P.M.	From 9 A.M. to 5-30 P.M.
2	Andhra Pradesh	Hyderabad	Golconda	Golconda Fort	Whole of the inner fort	From 9 A.M. to 5-30 P.M.	From 9 A.M. to 5-30 P.M.
3	Andhra Pradesh	Hyderabad	Hyderabad City	Char Minar	Second storey and upwards	From 7-30 A.M. to 1 P.M. and 3 P.M. to 6 P.M.	From 9 A.M. to 5-30 P.M.
4	Bihar	Patna	Kumrahar	Site of Mauryan Palace	Whole	From 7-30 A.M. to 1 P.M. and 3 P.M. to 6 P.M.	From 9 A.M. to 5-30 P.M.
5	Bihar	Patna	Nalanda (Burgaon)	All mounts, structures and buildings enclosed in the acquired area.	Fenced area containing excavated remains.	From 9 A.M. to 5-30 P.M.	From 9 A.M. to 5-30 P.M.
6	Bihar	Shahabad	Sassaram	Tomb of Sher Shah	Whole	From 9 A.M. to 5-30 P.M.	From 9 A.M. to 5-30 P.M.
7	Delhi	Delhi	Delhi Zail (Shahjahanabad)	Delhi Fort	Archaeological area	From 7-30 A.M. to 1 P.M. and 3 P.M. to 6 P.M.	From 9 A.M. to 5-30 P.M.
8	Delhi	Delhi	Delhi Zail	Humayun's tomb, Baber's tomb, Afsarwala's tomb and mosque Isa Khan's tomb and mosque and garden of Bu-Halima at Nizamuddin.	Whole	(i) Buildings : From 7-30 A.M. to 1 P.M. and 3 P.M. to 6 P.M. (ii) Gardens : From 7-30 A.M. to 9 P.M.	From 9 A.M. to 5-30 P.M. From 9 A.M. to 9 P.M.

2	3	4	5	6	7
9 Delhi	Delhi	Delhi Zail	Tomb of Safdar Jang with all its enclosure walls, gateway, gardens and the mosque on the east side of the garden.	Whole	(i) Buildings : From 7-30 A.M. to 1 P.M. and 3 P.M. to 6 P.M. (ii) Gardens : From 7-30 A.M. to 9 P.M. From 9 A.M. to 5-30 P.M. to 6 P.M.
10 Delhi	Delhi	Mehrauli Zail	Group of buildings at Hauz Khas.	Whole	(i) Buildings : From 7-30 A.M. to 1 P.M. and 3 P.M. to 5-30 P.M. (ii) Gardens : From 7-30 A.M. to 9 P.M. From 9 A.M. to 9 P.M.
11 Delhi	Delhi	Mehrauli Zail	The Qutab Archaeological area as fenced, including the mosque, iron pillar, Minar of Qutabuddin, unfinished Minar, all colonnades, screen arches, tomb of Altmas, College buildings of Alauddin, tomb of Imam Zamin and all carved stones in the above area with gardens, paths, water channel and all gateways including the Alai Darwaza, also all graves in the above area and a walled enclosure (late Mughal Bagh) at the north-west corner.	Whole, except the mosque for religious use	(i) Buildings : From 7-30 A.M. to 1 P.M. and 3 P.M. to 6 P.M. (ii) Garden : From 7-30 A.M. to 9 P.M. From 9 A.M. to 9 P.M.
12 Kerala	Ernakulam	Mattancherri	Mattancherri Palace.	First floor and the room on the intermediate floor in the eastern end of the southern wing.	From 9 A.M. to 5-30 P.M. From 9 A.M. to 5-30 P.M.
13 Madhya pradesh	Chittarpur	Khajuraho	Western group of temples	Whole, except the Matangesvara temple.	From 7-30 A.M. to 1 P.M. and 3 P.M. to 6 P.M. From 9 A.M. to 5-30 P.M.
14 Madhya Pradesh	Dhar	Bagh	Buddhist Caves	Whole	From 9 A.M. to 5-30 P.M. From 9 A.M. to 5-30 P.M.

15	Madhya Pradesh	Raisen	Sanchi	Buddhist Monuments	Whole	From 7-30 a.m. to 1 p.m. and 3 p.m. to 6 p.m. From 9 a.m. to 5-30 p.m.
16	Madras	South Arcot	Gingee	Fortress including monuments on Krishnagiri and Rajgiri Hills	Whole	From 7-30 a.m. to 1 p.m. and 3 p.m. to 6 p.m. From 9 a.m. to 5-30 p.m.
17	Maharashtra	Aurangabad	Ajanta	Ajanta Caves	Whole	From 9 a.m. to 5-30 p.m. From 9 a.m. to 5-30 p.m.
18	Maharashtra	Aurangabad	Aurangabad	Tomb of Rabia Daurani (<i>Bibi -ka-Maqbara</i>)	Whole	(i) Buildings: From 7-30 a.m. to 1 p.m. and 3 p.m. to 6 p.m. From 9 a.m. to 5-30 p.m. (ii) Gardens: From 7-30 a.m. to 9 p.m. From 9 a.m. to 9 p.m.
19	Maharashtra	Aurangabad	Ellora	Ellora Caves	Cave No. 16 (Kailasa)	From 9 a.m. to 5-30 p.m. From 9 a.m. to 5-30 p.m.
20	Maharashtra	Bombay Suburban	Kanheri	Buddhist Caves	Whole	From 9 a.m. to 5-30 p.m. From 9 a.m. to 5-30 p.m.
21	Maharashtra	Kolaba	Gharapuri	Elephanta Caves	Whole	From 9 a.m. to 5-30 p.m. From 9 a.m. to 5-30 p.m.
22	Maharashtra	Nasik	Pathardi	Pandav Lena Caves	Whole	From 9 a.m. to 5-30 p.m. From 9 a.m. to 5-30 p.m.
23	Maharashtra	Poona	Karla	Cave temples and inscriptions	Whole	From 9 a.m. to 5-30 p.m. From 9 a.m. to 5-30 p.m.
24	Mysore	Bangalore	Bangalore	Tipu Sultan's Palace	Whole	From 7-30 a.m. to 1 p.m. and 3 p.m. to 6 p.m. From 9 a.m. to 5-30 p.m.
25	Mysore	Bijapur	Badami	The Jain and Vaishnava Caves	Whole	From 9 a.m. to 5-30 p.m. From 9 a.m. to 5-30 p.m.
26	Mysore	Bijapur	Bijapur	Gol Gumbaz	Mausoleum	(i) Buildings: From 7-30 a.m. to 1 p.m. and 3 p.m. to 6 p.m. From 9 a.m. to 5-30 p.m. (ii) Gardens: From 7-30 a.m. to 9 p.m. From 9 a.m. to 9 p.m.
27	Mysore	Bijapur	Bijapur	Ibrahim Rauza	Whole	From 9 a.m. to 5-30 p.m. From 9 a.m. to 5-30 p.m.

1	2	3	4	5	6	7	
28	Mysore	Mandya	Seringapatam	Daria Daulat Bagh	Palace	From 9 a.m. to 5-30 p.m.	From 9 a.m. to 5-30 p.m. to
29	Mysore	Mysore	Somnathpur	Kesava Temple	Whole	From 9 a.m. to 5-30 p.m.	From 9 a.m. to 5-30 p.m. to
30	Orissa	Puri	Konarak	The Black Pagoda	Whole	From 9 a.m. to 5-30 p.m.	From 9 a.m. to 5-30 p.m. to
31	Rajasthan	Bharatpur	Deeg	Deeg Bhawans	Whole	From 7-30 a.m. to 1 p.m.	From 9 a.m. to 3 p.m. 5-30 p.m. to 6 p.m. to
32	Rajasthan	Chitorgarh	Chitor	Fort of Chitor	Victory Tower	From 9 a.m. to 5-30 p.m.	From 9 a.m. to 5-30 p.m. to
33	Uttar Pradesh	Agra	Agra	Agra Fort	Archaeological area	From 7-30 a.m. to 1 p.m. and 3 p.m. to 6 p.m.	From 9 a.m. to 5-30 p.m. to
34	Uttar Pradesh	Agra	Agra	Itimad-ud-daula's Tomb	Whole	From 7-30 a.m. to 1 p.m. and 3 p.m. to 6 p.m.	From 9 a.m. to 5-30 p.m. to
35	Uttar Pradesh	Agra	Agra	Ram Bagh, Gateways, Houses, Kiosks, terraces and Katra	Whole	From 9 a.m. to 5-30 p.m.	From 9 a.m. to 5-30 p.m.
36	Uttar Pradesh	Agra	Agra	The Taj and its garden and grounds, including the Jawab on the east, the pavilions on east and west sides of the grounds as well as all the towers (except the two towers flanking the Masjid) and the Great South Entrance Gateway with its cloisters in its flanks, the old Mughal Aqueduct in the Taj with the central Marble Tank, the well at the Taj Garden and the drinking fountain in the west enclosure wall of the Taj garden.	Whole	From 6 a.m. to 10 p.m. (On each full-moon night and four nights preceding and following the following the monuments shall remain open till 12 p.m.)	From 7-30 a.m. to 10 p.m. (On each full-moon night and four nights preceding and following the monuments shall remain open till 12 p.m.)

37	Uttar Pradesh .	Agra	Fatehpur Sikri	Group of monuments	Whole except Salim Chishti's Tomb.	From 7-30 a.m. From 9 a.m. to 1 p.m. and 5-30 p.m. 3 p.m. to 6 p.m.
38	Uttar Pradesh .	Agra	Sikandra	Akbar's Tomb	Whole	(i) Buildings : From 7-30 a.m. From 9 a.m. to 1 p.m. and 5-30 p.m. 3 p.m. to 6 p.m. (ii) Gardens : From 7-30 a.m. From 9 a.m. to 9 p.m. to 9 p.m.
39	Uttar Pradesh .	Lucknow	Lucknow	Residency Building	Whole	(i) Buildings : From 9 a.m. From 9 a.m. to 5-30 p.m. 5-30 p.m. (ii) Gardens : From 7-30 a.m. From 9 a.m. to 9 p.m. to 9 p.m.

(b) the Second Schedule shall be omitted;
(c) the Third Schedule shall be re-lettered as the Second Schedule.

[No. F. 4-19/62, C.1.]

A. M. D'ROZARIO, Jt. Secy.

ARCHAEOLOGY

New Delhi, the 14th May 1965

S.O. 1915.—Whereas by the notification of the Government of India in the Ministry of Education No. F.4-17/64.C.1., dated the 16th May, 1964, published in Part II, Section 3, sub-section (ii) of the Gazette of India dated the 23rd May, 1964, the Central Government gave notice as required by sub-section (1) of section 4 of the Ancient Monuments and Aracaeological Sites and Remains Act, 1958 (24 of 1958), of its intention to declare the ancient monument specified in the Schedule below to be of national importance;

And whereas no objections have been received to the making of such declaration;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said Act, the Central Government hereby declares the said ancient monument to be of national importance.

THE SCHEDULE

Sl. No.	State	District	Sub- Division	Locality	Name of monument/s	Revenue plot number to be included under protection.	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10	11
1	Orissa	Keonjhar	Sadar	Sitabhinji, Danguapasi Village.	Paintings on the rock locally known as Ravana-Chhaya and other anci- ent monuments and remains. together with adjacent land comprised in survey plot Nos. 159, 155. 156, 224, 331, 356, 357, 335, 336, 358, 337, 339, 291, 226, 304, 305, 303, 227, 228, 299, 302, 300, 301, 362, 357, 229, 160/1, 229/1 and 231/1.	Whole of survey plot Nos. 159, 155, 156, 224, 331, 356, 357, 335, 336, 358, 337, 339, 291, 226, 304, 305, 303, 227, 228, 299, 302, 300, 301, 362, 355, 229, 160/1, 229/1 and 231/1.	103.05 acres.	<i>North</i> :— Survey plot Nos. 162, 161, 160, 338, 359, 158 and 223. <i>East</i> :— Survey plot Nos. 222, 224, 225, 295, 294, 230, 233 and 231. <i>South</i> :—River. <i>West</i> :— Survey plot Nos. 344, 347, 149, 345, 354, 346, 151, 242, 154 and 163.	Survey plot Nos. 159, 155, 156, 224, 229, 160/1, and 229/1 and 231/1—Govern- ment owned and remaining under private ownership.	

[No. F.4-17/64-C.1.]

SHARDA RAO (Mrs), Assistant Educational Adviser.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 8th June 1965

S.O. 1916.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censor-Ship) Rules, 1958, the Central Government hereby appoints Shri Mangesh Padgaonkar, as a member of the Advisory Panel of the said Board at Bombay with immediate effect.

[No. F. 11/2/62-FC.]

G. S. GUPTA, Dy. Secy.

DEPARTMENT OF SOCIAL SECURITY

New Delhi, the 9th June 1965

S.O. 1917.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri S. Rangaramanujam to be an Inspector for the whole of the State of Madras for the purposes of the said Act and of any Scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield or a controlled industry.

[No. 20(72)64-PF-I.]

S.O. 1918.—In exercise of the powers conferred by sub-section (2) of section 5D of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of the notifications of the Government of India, in the Ministry of Labour and Employment No. S.O. 293, dated the 23rd January, 1963 and in the Department of Special Security No. S.O. 3994, dated the 13th November, 1964, the Central Government hereby appoints Shri B. N. Raval, as the Regional Provident Fund Commissioner, for the whole of the State of Maharashtra and the Union territory of Goa, Daman and Diu with effect from the 15th April, 1965 to assist the Central Provident Fund Commissioner in the discharge of his duties.

[No. 17(71)/65-PF-I(ii).]

S.O. 1919.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri B. N. Raval, to be an Inspector for the whole of the State of Maharashtra and the Union territory of Goa, Daman and Diu *vice* Shri D. T. Ghatpande, for the purposes of the said Act or of any Scheme framed thereunder, in relation to an establishment belonging to, or under the control of the Central Government, or in relation to any establishment connected with a railway company, a major port, a mine, or an oilfield or a controlled industry.

[No. 17(71)/65-PF-I(iii).]

S.O. 1920.—In pursuance of Section 11 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby accepts the resignation of Dr. (Mrs.) Maitreyee Bose from her membership of the Medical Benefit Council constituted under the said Act.

[No. F. 1/55/65-HI.]

S.O. 1921.—Whereas the Central Government was satisfied that M/s.

1. The Asiatic Oxygen and Acetylene Co. Ltd.
2. Apeejay Private Ltd.
3. Dharamsi Morarji Chemical Co. Ltd.
4. Universal Refractories Co.
5. Burn and Co. Ltd. Refractory Works.

were situated in Kumhari and Niwar areas which were sparse areas (that is, areas whose insurable population was less than 500) in the districts of Durg and Jabalpur in the State of Madhya Pradesh;

And, whereas by virtue of their location in sparse areas, the aforesaid factories were granted exemption from the payment of the employers' special contribution

under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in those areas by the Central Government in the Ministry of Labour and Employment notification S.O. No. 1072, dated the 3rd April, 1963;

And, whereas the Central Government is satisfied that the insurable population of the Kumhari and Niwar areas in the district of Durg and Jabalpur in the State of Madhya Pradesh has now exceeded 500, and they are no longer sparse areas;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1072, dated the 3rd April, 1964, namely:—

In the schedule to the said notification, serial Nos. 6 and 8 and the entries relating thereto shall be omitted.

[No. F. 6/56/65-HI.]

S.O. 1922.—In pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby nominates, in consultation with the Indian Medical Association, New Delhi Dr. (Mrs.) Suborna Mitra, as a member representing medical practitioners and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2501, dated the 30th July, 1962, namely:—

In the said notification, under the heading "Members", in the items under the sub-heading "[Nominated by the Central Government under clause (g) of sub-section (1) of section 10 in consultation with organisations of medical practitioners recognised by that Government]", for the entries against item 25, the entries "Dr. (Mrs.) Suborna Mitra, 25/1. Chandranath Chatterjee Street, Calcutta-25" shall be substituted.

[No. F. 1/55/65-HI.]

S.O. 1923.—Whereas the Central Government was satisfied that M/s. Ganga Steel Re-Rolling Mills was situated in Kumhari area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Durg in the State of Madhya Pradesh;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government in the Ministry of Labour and Employment notification No. 6(14)/64-HI, dated the 19th March, 1964;

And, whereas the Central Government is satisfied that the insurable population of the Kumhari area in the district of Durg in the State of Madhya Pradesh has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment No. 6(14)/64-HI, dated the 19th March, 1964:—

In the schedule to the said notification serial No. 2 and the entries relating thereto shall be omitted.

[No. F. 6/56/65-HI.]

DALJIT SINGH, Under Secy.

MINISTRY OF REHABILITATION

New Delhi, the 28th May 1965

S.O. 1924.—In pursuance of sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14, and sub-rule (1) of rule 23, of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following

Further amendments in the notification of the Government of India, in the Ministry of Rehabilitation No. S.R.O. 632, dated the 28th February, 1957, namely:—

In the Schedule to the said notification,—

(i) in part I—General Central Service, Class II, after the existing entries, the following heading and the entries shall be inserted, namely:—

"Office of the Custodian of Deposits."

All Posts	Secretary, Ministry of Rehabilitation.	Secretary, Ministry of Rehabilitation.	All	All."
(ii) in part II—General Central Service, Class III—				
(a) under the heading "Office of the Custodian of Deposits," for the existing entries, the following entries shall be substituted, namely:—				
"Superintendent Deputy Secretary, Deputy Secretary, All Joint Secretary, Ministry of Rehabilitation. Ministry of Rehabilitation.				
"All other posts	Custodian of Deposits	Costodian of Deposits.	All	Deputy Secretary, Ministry of Rehabilitation";
(b) under the heading "Pay and Accounts Organisation at New Delhi / Bombay / Calcutta"; for the entry "Clerical Services (including stenographers, typist and Cashiers etc.)", in column 1 and the corresponding entries in the other columns, the following entries shall respectively be substituted, namely:—				
All other posts	Pay and Accounts Officer.	Pay and Accounts Officer.	All	Chief Pay and Accounts Officer".

[No. 2/8/57-AV.]

K. P. SIRCAR, Dy. Secy.

(Office of the Chief Settlement Commissioner)

New Delhi, the 11th June 1965

S.O. 1925.—In exercise of the powers conferred by Sub-Section (I) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, No. 44 of 1954, the Central Government hereby appoints Shri V. G. Pahajani, Assistant Custodian in the office of the Regional Settlement Commissioner, Jaipur as Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took over charge of his post.

[No. VI II (12)Prop/57(V-II).]

KANWAR BAHADUR,
Settlement Commissioner (A) & Ex-Officio
Deputy Secretary to the Government of India.

MINISTRY OF PETROLEUM AND CHEMICALS

Baroda, the 1st October 1964

S.O. 1926.—Whereas by the notifications of the Government of India in the former Ministry of Mines and Fuel, S.O. No. 2562 dated 4th September 1963 and S.O. No. 3005 dated 19th October 1963 and the Ministry of Petroleum and Chemicals S.O. No. 2331 dated 4th July 1964 under sub-section (1) of the Section 6 of the Petroleum Pipelines (Acquisition of Right of User in Land), Act, 1962, the right of user has been acquired in the lands specified in the Schedule appended thereto for the transport of petroleum from the Cambay Gas Field to the Dhuwaran Power Station in Gujarat State.

And whereas the Oil and Natural Gas Commission has terminated the operations referred to in clause (I) of sub-section (1) of Section 7 of the said Act, on the 30th September, 1964.

Now, therefore, under Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the operations referred to above. Any person interested in the said lands may file a claim for compensation for damages if any, sustained by that person by reason of the exercise of the powers conferred by Section 7 within sixty days from the said date of termination of the operations, before the Competent Authority at Elampeeco, Sayaji Gunj, Opp. College, Lokmanya Tilak Road, Baroda, in the office of the Gujarat Pipelines Project, Oil and Natural Gas Commission. The claim for compensation shall be made in the prescribed form.

[No. GPL/L/I(i).]

T. D. SOYANTAR,
Competent Authority
Gujarat Pipelines Project, Baroda.

New Delhi, the 1st June 1965

S.O. 1927.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 1032 dated the 23rd March 1965 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government vest on the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State—Bihar District—Patna Thana—Maner

Village with Thana No.	Survey No.	Extent in acre (Plot No.)
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Rojhpur No. 45	24	0.005
	25	0.035
	31	0.05
	32	0.035
	51	0.36
	53	0.01
	50	0.075
	905	0.19
	901	0.13

[No. 31(47)/63-ONG-1/PAT.]

P. P. GUPTA, Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 8th June 1965

S.O. 1928.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 28th May 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE NO. CGIT-46 OF 1963

Employers in relation to the Bombay Port Trust, Bombay

AND

Their Workmen.

PRESENT:

Shri Salim M. Merchant,—*Presiding Officer.*

APPEARANCES:

For the Bombay Port Trust:—M.R.S. Captain, Legal Adviser, with Shri R. K. Shetty, Deputy Legal Adviser.

For the B.P.T. Employees' Union:—Dr. Shanti Patel, General Secretary with Shri S. K. Shetye, Assistant Secretary.

For the B.P.T. General Workers' Union:—Shri S. Maitra, General Secretary.

For the Bombay Stevedores and Dock Labourers' Union:—Shri H. N. Trivedi, President, with Shri W. I. Khateeb, Organising Secretary.

INDUSTRY: Port and Docks

STATE: Maharashtra.

Bombay, dated this 24th May 1965

AWARD

1. Upon a joint application of the Bombay Port Trust and the Bombay Port Trust Employees' Union, the Central Government was pleased, by the Ministry of Labour and Employment's Order No. 28/76/63-LRIV dated the 23rd October 1963, made in exercise of the powers conferred by sub-section 2 of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), to refer the industrial dispute between the parties abovenamed, in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

“Whether the workmen employed in the Oil Pipe Line at the Butcher Island, Trombay, Pirpau, Wadala, Alexandra Dock be rotated at the places of work. If so, when and how the rotation should take place and among which of the foregoing cases. If not, whether the postings at Butcher Island should be made according to the seniority from among those working at all or any one of the above places.

What should be the date from which the award should be affective.”

2. It is necessary to state that an earlier industrial dispute on the question whether the non-scheduled staff of the Oil Pipe Line Section employed at the Marine Oil Terminal at Butcher Island and at the Trombay Manifold should have joint or separate seniority and if the former, whether they should be rotated between the Butcher Island and Trombay Manifold was, on a joint application of the Bombay Port Trust and another Union the B.P.T. General Workers' Union, referred to my adjudication by the Central Government's Ministry of Labour and Employment's Order No. 28/5/63-LRIV dated 15th March, 1963 and the same was registered as Reference No. CGIT-11 of 1963. Though the dispute was made on a joint application of the Bombay Port Trust and the B.P.T. General Workers' Union, the B.P.T. Employees' Union had appeared in the dispute and at the hearing of the dispute on 26th March 1964, upon Shri M. R. S. Captain, Legal Adviser for the Bombay Port Trust, stating that the present position is that the non-scheduled staff of the Oil Pipe Line Section employed at the Oil Terminal at Butcher Island and Trombay Manifold enjoy joint seniority in the matter of promotion, without any rotation, Shri S. Maitra, General Secretary, Bombay Port Trust General Workers' Union stated that he did not want to press this reference and prayed to be allowed to withdraw it. Dr. Shanti Patel, the General Secretary of the B.P.T. Employees' Union, thereupon stated that he had no objection to that reference (Reference

No. CGIT-11 of 1963) being withdrawn without prejudice to all his rights and contentions and submissions in the dispute in Reference No. CGIT-46 of 1963 which was then sending before this Tribunal. Thereupon Shri S. Maitra was allowed to withdraw the reference without prejudice to the rights and contentions of all parties in Reference No. CGIT-46 of 1963 and on 30th March 1964, I submitted my award in the above terms to the Government in reference No. CGIT-11 of 1963.

3. The written statements filed by the parties in Reference No. CGIT-11 of 1963 were also referred to and relied upon by the parties at the hearing in this reference, the demand in which is wider in scope and included the demand in Reference No. CGIT-11 of 1963, which was limited to the question whether there should be joint seniority or separate seniority between the non-scheduled staff and the Oil Pipe Line Section employed at the Marine Oil Terminal at Butcher Island and the Trombay Manifold, and if there should be joint seniority, whether there should be rotation between Butcher Island and Trombay Manifold. As stated earlier, the Workers' Union has in Reference No. CGIT-11 of 1963 conceded the existing joint Seniority but has opposed rotation for the non-scheduled staff between Butcher Island and Trombay Manifold. Whilst in this reference the claim of the Employees' Union is that there should not only be rotation of the workmen employed at Butcher Island and the Trombay Manifold but also between those employed at the other Oil Pipe Line centres, namely, Pirpau, Wadala and Alexandra Docks, and if rotation is not possible, postings at Butcher Island should be made on a basis of seniority from workmen at all the abovenamed centres.

4. However, when the hearing of the dispute had reached its concluding stages, on 11th December 1964, Dr. Shanti Patel, the General Secretary of the B.P.T. Employees' Union, stated that his Union was not pressing the demand for rotation or posting according to seniority at the Butcher Island of the staff in Alexandra Docks. Thus, after abandoning his claim for rotation and joint seniority with the Alexandra Dock's staff, Dr. Shanti Patel has reduced his demand to a claim for rotation and, failing that for posting according to joint seniority of the staff at Pir Pau, Wadala and Trombay Manifold with the staff at Butcher Island.

5. In Reference No. CGIT-11 of 1963, the B.P.T. General Workers' Union (hereinafter referred for brevity's sake as the "Workers' Union") filed its written statement dated 9th May 1963 (marked as Written Statement No. 3), to which the Bombay Port Trust (hereinafter referred for brevity's sake as the 'Port Trust') filed its reply dated 1st June 1963 (marked as Written Statement No. 6). In Reference No. CGIT-46 of 1963, the B.P.T. Employees' Union (hereinafter referred for brevity's sake as the "Employees' Union") filed its written statement dated 3rd December 1963 (marked as Written Statement No. 2) to which the Port Trust filed its reply written statement dated 21st December 1963 (marked as Written Statement No. 7). The Workers' Union filed its written statement in Reference No. CGIT-46 of 1963 dated 5th December 1963 (marked as Written Statement No. 4), to which the Port Trust filed its written statement in reply dated 21st December 1963 (marked as Written Statement No. 8).

6. Thereafter, at the hearing the Port Trust led the oral evidence of (1) Shri Qasim Husain Taufiq, Engineer, Marine Oil Terminal (EW-1), (2) Shri K. N. Patwardhan, Pipe Line Foreman at Pau (EW-2), and (3) Shri Abraham Solomon, Fitter in the Oil Pipe Line and Marine Oil Terminal at Butcher Island (EW-3). The Employees' Union examined as its only witness Shri Mangatram Arya, Time Keeper at Oil Pipe Line, Pir Pau, (W.W1) on 11th December 1964 after addresses had commenced. Both the Employees' Union and the Workers' Union as also the Port Trust filed a number of documents and records on which they relied. The Bombay Stevedores and Dock Labourers' Union, did not file any written statement nor did it examine any witnesses but has contended itself by a short oral statement made on its behalf by its President, Shri H. N. Trivedi at the hearing on 5th October 1964.

7. According to the Port Trust even before the commission of the Marine Oil Terminal at Butcher Island the Oil Pipe Line Section was divided into two divisions, *viz.* (1) Alexandra Wadi Bunder Division and (2) The Wadala-Pir Pau Division. The Port Trust has further stated that according to a long standing practice, the non-scheduled staff in each division has always been treated as a separate and self-contained cadre and there has been no system of rotating the workmen employed in one division with corresponding workers in the other division. Appointments to higher non-scheduled posts have always been made in each division amongst the workmen employed in that division. Appointments to scheduled posts, which are deemed supervisory and are comparatively small in number, have been made on the basis of common seniority of the eligible workmen in both divisions. There has been no demand at any time from the workmen or from the Union representing them that the non-scheduled staff should be rotated between

the two divisions notwithstanding the fact that the workmen employed at Pir Pau are eligible for the concession of free quarters.

8. The Port Trust has further stated that there was never any common seniority between the staff posted at Alexandra Docks and Pir Pau in the past. With regard to seniority between Pir Pau and Butcher Island common seniority was observed with regard to the non-scheduled staff only upto 31st October 1959, after which Pir Pau was considered separate from Butcher Island and the Trombay Manifold. The reasons for thus separating the Butcher Island and Trombay Manifold staff and Pir Pau staff in the matter of seniority, are explained in the letter dated 9th October 1959 of the Mechanical Superintendent Bombay Port Trust to the Deputy Chief Engineer of the Bombay Port Trust (Ex. A to B.P.T.'s written statement No. 6 dated 13th November 1963). After this bifurcation from November 1959, the postings at Butcher Island are done on the basis of seniority between Butcher Island and Trombay Manifold staff as and when vacancies arise, staff from the Manifold are posted at Butcher Island and the new staff recruited for the Manifold. The Port Trust in its written statement dated 13th November 1963 has stated that when the Marine Oil Terminal at Butcher Island was first brought into commission many of the senior employees had originally refused to go there because of alleged adverse working conditions but are now eager to be transferred on account of the opportunity of earning additional over-time.

9. The Marine Oil Terminal at Butcher Island was constructed to provide facilities for deep-draft tankers to be moored at the berths. It also contains a system of Pipe lines, one end of which is located at Butcher Island and the other at the Trombay Manifold. With the decision to install two large oil refineries at Bombay, it became necessary for the Bombay Port Trust to provide berthing facilities for Oil tankers which were to import oil for the refineries drawing upto 34.5 draught of water. It was felt that the then existing one oil berth at Pir Pau was inadequate to cope with this increased traffic, mainly because of the heavy restriction on the draught of the vessels berthing there. As a part of the sea separates this site from the main land at Trombay, where the refineries are situated, it became necessary to provide submarine pipe lines to connect the terminal with the refineries at Trombay and the installations at Sewree and Wadala. The new terminal at Butcher Island comprises three berths.

10. The B.P.T. Employees' Union has stated in its written statement that prior to the commissioning of the berths at Butcher Island all the oil tankers were being handled at Pir Pau Jetty and the staff connected with the handling of oils was, and is today, employed under a wing called Oil Pipe Line, Pir Pau-Wadala; that even today several vessels are handled at the Pir Pau Jetty, where various categories of staff are employed such as foremen, assistant foremen, chargemen, fitters, mukadams, navganiyas, mazdoors, time-keepers, clerks, watchmen and others; that the B.P.T. constructed and brought into operation the berths and the submarine oil pipe lines for pumping oil from Butcher Island to the mainland during the years 1955—1957, and that the whole staff working on the pipe lines extending from Butcher Island to Wadala formed one integrated unit for service purposes namely, seniority, promotion, etc. till May, 1960 when the employers sought to divide the wing into two self-contained units or wings namely (1) Oil Pipe Line Pir Pau Wadala and (2) Oil Pipe Line Butcher Island Trombay.

11. In stating this as the background, the correctness of some of which statements the Bombay Port Trust and the General Workers' Union have challenged, the Employees' Union in support of its claim for rotation and failing that for joint seniority has urged the following main contentions. Firstly, the Union has alleged that when the staff was recruited for Butcher Island (and it is admitted that the staff was first recruited in December 1954), certain workmen from among those working in Oil Pipe Line, Pir Pau-Wadala, were selected by the officers concerned for working at Butcher Island without the selection being made on any principle or criterion; that no notice was placed at any time enquiring whether the workmen were prepared to work at Butcher Island; that the workmen were not asked either separately or collectively whether they were prepared to work at Butcher Island; that in the beginning the workmen working at Pir Pau Wadala and later on, the Union requested the Port Trust Administration both orally and in writing, to adopt a system of rotation at various places of work including Butcher Island, Trombay, and Pir Pau-Wadala, and in the alternative to make the postings on the basis of seniority of service in the Port Trust; that they were then informed that the arrangements of working at Butcher Island and Trombay was on a temporary basis, that they were further assured that their views would be taken into account at the time of making the posts permanent; that the officers started recruiting workmen from outside and even posting them on Butcher Island in preference to the workmen already employed on oil pipe lines. The new

recruits were preferred even to the ex-employees of the Bombay Port Trust in spite of the Trustee's policy of giving preference in employment to ex-employees.

12. Now, in support of this allegation about the manner the staff was recruited at Butcher Island the Employees' Union has filed two batches of 17 and 32 (in all 49) affidavits dated 28th March 1964 and 17 July 1964 (collectively Exh. W-3) of various categories of workers who were employed, on various dates during the end of 1953 and the beginning of 1954, at Wadala-Pir Pau Oil Line, in each of which a common statement has been made that at the time of the commissioning of the oil berths at Butcher Island (1) in or about December 1954 (2) in or about July 1955 (3) in or about January 1957 or thereafter, he was never asked by any of the officers of the B.P.T. whether he wanted to work at Butcher Island; that no notice enquiring of the workmen whether they were interested in working at Butcher Island was placed on the Port Trust Notice Board on these occasions; that he was willing to work at the above place and that he had made requests to Shri Patwardhan, the Foreman, Oil Pipe Line, (who was later examined as a witness by the Port Trust) to rotate him for work at the above place or in the alternative to post him at Butcher Island as he was a senior employee, that he was told that the arrangements of working at Butcher Island was on a temporary basis. Now, none of these 49 workmen though offered was cross-examined either by the Bombay Port Trust or the General Workers' Union. The Bombay Port Trust, however, relied upon leading rebuttal evidence of its officers, including Shri Patwardhan referred to in these affidavits.

13. Since the Union has based its demand for rotation on the original recruitment at Butcher Island, it is necessary to refer to the evidence on record with regard to the manner in which recruitment of the staff at Butcher Island Oil Pipe Line was made in December 1954, when the first mooring buoy berth was commissioned there. The Employees' Union's case is that the workmen at Pir Pau-Wadala were anxious to be transferred to Butcher Island, but they were denied the opportunity to do so, as the selection was not made on the basis of seniority in service, but men were arbitrarily selected for appointment at Butcher Island. I shall first deal with the oral evidence on record on the point. The Bombay Port Trust's witness (RW-2), Shri N. N. Patwardhan, the Pipe Line Foreman at Pir Pau (and he is the same Shri Patwardhan to whom the workers have referred in their affidavits Ex. W-3) in his evidence stated that when the first buoy mooring berth was commissioned at Butcher Island in December, 1954, the staff was sent from the Pir Pau Oil Pipe Line Section. He has stated that he received orders from the Mechanical Superintendent's office to send staff to Butcher Island and he sent the staff to Butcher Island from Pir Pau. He was shown the affidavits of the 49 workmen (Ex. W-3) and he stated that he could not say whether such a large number of these workmen had approached him and asked him to send them to Butcher Island on grounds of seniority and rotation. He has stated that as the section was temporary, there was no question of any rotation. He further stated that if such a large number of workmen had in fact approached him for transfer to Butcher Island, he would have informed the Mechanical Superintendent's office. He further added that he remembered that he had referred the cases of two or three workmen who wanted to be transferred to Butcher Island to the Mechanical Superintendent's office, and after consulting his office file, he stated that one of those applications was dated 4th October 1957 and the other 5th October 1957, and that he had forwarded them to the Mechanical Superintendent on 7th October 1957; that another application was received by him on 8th October 1957 and was forwarded by him to the Mechanical Superintendent. Thereafter, yet another application was received on 22nd June 1959, which was also forwarded by him to the Mechanical Superintendent. He stated that he received a reply from the office of the Mechanical Superintendent dated 9th October 1957, informing him that these applications were too late for consideration, and that the men should have applied when the notices were put up. (Ex. E-1 collectively). In cross-examination by Dr. Shanti Patel, the President of the Bombay Port Trust Employees' Union, he stated the each of these three applications in Ex. E-1 was for promotion to the post of fitter and not for transfer to the Butcher Island in the same category i.e. that of mazdoor. He further stated that there is a practice in the Port Trust for a notice to be put up intimating vacancy of fitters in Pipe Line Section or in any other section of the Engineering Department and applications for the vacant post or posts are called for from these various sections of the Engineering Department. He stated that the notice referred to in the name of the Mechanical Superintendent, dated 9th October 1957, did not relate to any notice inviting transfers to Butcher Island when the berths were first put into commission, but related to subsequent vacancies of fitters in Butcher Island or elsewhere. He admitted that no notice inviting transfers to Butcher Island from Pir Pau was put up when the berths in Butcher were commissioned. He added that if those 49 workmen had come together he would have put up the case to the Mechanical Superintendent and would have remembered their

having made applications for transfer. He further stated that no notice was put up for rotation or postings according to seniority when the posts in the Butcher Island section were made permanent. He further stated that the staff working at Butcher Island was made permanent when those posts were made permanent and that he had not informed the Mechanical Superintendent about rotation of postings according to seniority after the posts at Butcher Island were made permanent. With regard to the workmen having seen him for postings at Butcher Island, he stated as follows:—

"I do not remember whether the workmen had come to see me in small batches between December 1954 to 1958 for transfer to Butcher Island. I do not remember that they came to see me in connection with postings according to seniority I say that the senior pipe line staff might have seen me in December 1954 but that was after the postings had already been made at Butcher Island."

14. In his cross-examination by Shri Maitra the General Secretary of the General Workers' Union, he admitted that he was a member of the Officers' Guild of which Dr. Shanti Patel, the General Secretary of the B.P.T. Employees' Union, is an office-bearer and that the guild is known as the Technical Officers' Guild. Questioned about the workmen having seen him in small groups between 1954 and 1958, he stated:—

"They did not press their claim so strongly as to make me refer their case to the higher authorities."

Later he stated:—

"I did not make any detailed report to the Mechanical Superintendent on the various approaches made to me by workmen at Pir Pau for transfer to Butcher Island in 1956-1957."

He was then shown a letter dated 7th June 1959 (Ex. U.U-1) and he admitted that this was the letter written by him. In that letter he had explained that five 'navganie' from Pir Pau section were working at Butcher Island for departmental convenience, although there were no posts of navganie at Butcher Island, and that for this reason the application of two of the navganie from the oil pipe line section, Pir Pau, who had applied by their petition dated 16th June 1959 to be transferred to Butcher Island was not sanctioned. He further stated that whenever anybody approached him for transfer to Butcher Island it was on the grounds that at Butcher Island they would earn more overtime and get transportation allowance. Shri Maitra then put him the following specific question:—

Question: "How many workmen approached you on denial of Seniority in connection with transfer to Butcher Island?"

Answer: "I do not remember. (after a long pause, the witness stated that he could not remember whether anybody at all had approached him demanding transfer to Butcher Island)."

He was in re-examination shown an application for transfer made by one Dhondiram Amrutha, and he stated that he had received a memo from the Mechanical Superintendent stating that the transfer could not be granted and the application should be rejected and the applicant informed accordingly. This memo was attached to the application of Shri D. Amrutha, dated 2nd May, 1956 (Ex. UU-2).

15. I may pause here to make an observation on one point and that is that from the evidence of Shri Patwardhan (EW-2) and the documentary evidence tendered through him I am satisfied that the claim in the 49 workmen's affidavits that they had approached Shri Patwardhan and asked for transfer to Butcher Island is not established. This is in spite of the fact that Shri Patwardhan appeared anxious to please Dr. Shanti Patel's Union.

16. The Bombay Port Trust thereafter examined one Shri Abraham Solomon (EW-3) a fitter in the Oil Pipe Line, Marine Oil Terminal, Butcher Island, who said in his examination in chief that he was working at the Butcher Island since December 1954, and that he had been sent there by one Joe Conslates, who was then the Assistant Foreman, Oil Pipe Line at Wadala. He stated that he was a fitter at Wadala, and was sent to work as a fitter at Butcher Island. He was on the date of his transfer a junior fitter. He stated that the senior fitters at Wadala Pir Pau were asked to go to Butcher Island and on their refusal, he got the chance to go there. He further stated that the refusal by the senior fitters was made in his presence, and he gave the names of two fitters who had refused to go to Butcher Island, as being Shri Ismail Ali and George. He then referred

to the conditions then prevailing at Butcher Island which had according to him deterred the workmen from Pir Pau from accepting appointments at Butcher Island. According to the witness at that time conditions of work were not favourable at Butcher Island. To quote his own words:—

"We had to assemble at the office of the Oil Pipe Line at Wadala from where we were transported in B.P.T. trucks to Pir Pau Jetty, from where we were taken in Port Trust launches to Butcher Island. I was then living at Bombay city and we had to leave home at 6 A.M. to go to Wadala and never returned home before 10 P.M. We used to work on 12 hours shift and we used to reach Butcher Island at 8 A.M. and leave at 8 P.M. and reach Wadala Chowki at 9 P.M. Sometimes, for want of transport, we had to walk to Wadala. In such an eventuality, we reached Wadala Chowki at 10 P.M. or even later. For the very first shift that discharged oil at Butcher Island, we were required to work throughout the shift. I say that the conditions at Butcher Island in those early days were difficult as there were no proper sanitary arrangements, no proper arrangements for drinking water, there were no lights and the places were infested with snakes. We had killed a few snakes and sent them to the administration. Drinking water used to be taken to Butcher Island in tanks and there were only private canteens as the Netherland Construction Company had not completed the construction work. The oil pipe line was also infested with dogs and rats."

In his cross-examination by Shri S. Maitra, for the B.P.T. General Workers' Union, the witness stated that prior to joining the B.P.T. General Workers' Union of which he was a member of the B.P.T. Employees' Union, and he stated that he had left the latter Union because he was not satisfied with it. He stated that it was in about 1958 or 1959 that their attendance began to be recorded at Butcher Island and not at Wadala and that he did not remember how long he was getting four hours' overtime wages at Butcher Island. He further stated that the employees at Butcher Island began to get transportation allowance of 45 minutes overtime after the general strike of 1958. He stated that he had not heard any one complain against his wanting to be transferred to Butcher Island and such transfer being refused to him. He further stated that he had volunteered to go to Butcher Island and did not have to apply to the Assistant Foreman at Wadala Pir Pau for being transferred to Butcher Island and that he was amongst the first batch of workmen that went to Butcher Island. He stated that as far as he could remember the first batch consisted of 6 fitters, 2 mukadams, 4 nangani and 8 mazdoors. This witness was searchingly cross-examined by Dr. Shanti Patel. He admitted that he was member of the B.P.T. General Workers' Union and of his having been a member of its managing committee and his presence in Court at the side of Shri Maitra at the hearing of this dispute prior to his being put in as a witness. He was next questioned with regard to the conditions of work and life at Butcher Island, and he stated that he did not remember whether there was a market at Butcher Island in 1954, which had a mutton shop, a grocery shop, a barber's saloon and vegetable shops. He, however, admitted that buffalo milk was available. He denied that there were electric lights at Butcher Island and stated that the Netherland Construction Company and Hindustan Construction Company had provided electric lights at Butcher Island for the purposes of construction work. He stated that between 1954 and 1958 there had been four cases of snake bites and two of rat bites, but that all the victims had survived, and he did not remember any cases of dog bites. He further stated that each victim was given first aid at the Oil Pipe Line and was thereafter sent to be treated by the B.P.T.'s Medical Officer at Princes Street. He denied that there was no case of snake bite from December 1954 to end of 1958. With regard to the refusal of Ismail Ali and George to go to Butcher Island he said that those were only two who had in his presence declined to go to Butcher Island and that they did not give any reasons for not agreeing to go to Butcher Island. In re-examination by Shri Captain of the Bombay Port Trust, he was shown his signature on an application which was made by workers who joined the B.P.T. General Workers' Union and he stated that that Union had addressed letters to the B.P.T. complaining about the difficult working conditions at Butcher Island. He stated that when they first started working at Butcher Island they were not being paid any overtime for the time taken in transporting them to and from Butcher Island and that the Bombay Port Trust started paying overtime for this since July 1958, and that similarly, the Bombay Port Trust started paying the workers at Butcher Island overtime for the work done during the recess hour after they had started working at Butcher Island.

17. On a consideration of the evidence of Shri Patwardhan (EW-2), Shri Solomon (EW-3) and the documentary evidence on record, I am satisfied that at the time these appointments were made at Butcher Island, workmen from Pir Pau-Wadala were not willing to be posted for work there. From Shri Patwardhan's evidence even though he seemed anxious to please Dr. Shanti Patel's Union, it is clear that the statements made in the 49 affidavits of the workmen (Ex. W-3) that each of them had applied to Shri Patwardhan for appointment at Butcher Island, are not true. The evidence of Shri Patwardhan, also does not support the other statements made by these workmen in their affidavits. I am satisfied from the oral and documentary evidence on record that the workmen at Pir Pau Wadala were well aware of the appointments that were being made at the time at Butcher Island, and that those senior in service had shown no desire for being appointed at Butcher Island, because of the adverse conditions of work and life that prevailed then at Butcher Island. On the point of the difficult working conditions and of life at Butcher Island, I accept the evidence of Shri Solomon (EW-3). There is also documentary evidence in support of the fact that Butcher Island was at that time infested with snakes (see Ex. E-4). It is well known that Butcher Island was at that time infested with wild dogs and rats which constituted a menace there. With regard to the 49 affidavits, if what is stated in those affidavits is correct, one would have expected an industrial dispute over the appointments at Butcher Island to have been raised immediately upon the first appointments having been made in December 1954. There is no evidence to show that any such dispute was raised immediately thereafter, and that much later when a dispute was raised Government turned it down as not being fit for reference to adjudication by an Industrial Tribunal.

18. Much has been made of the fact that this dispute has been referred on a joint application of the B.P.T. Employees' Union and the Bombay Port Trust. But this joint application was made in 1963, almost 8 years after the first transfers were made to Butcher Island in December, 1954. It does appear to me as urged by Shri Captain for the Bombay Port Trust that the joint application for this reference was made because of the existence of the Industrial Truce Resolution and the state of emergency and because the Bombay Port Trust Employees' Union was threatening to take the workmen on strike on the issue of rotation and joint seniority.

19. It must also be remembered that the appointments to Butcher Island were post to post transfers e.g., fitters to fitters and mazdoors to mazdoors. There was no question of promotion and therefore the consideration of seniority did not arise. Shri Maitra is right when he says that there is nothing to show that any expectation was created by the Administration in the minds of its senior employees at Pir Pau that they would be appointed to Butcher Island by way of promotion when staff was commissioned for work at Butcher Island. Nor was there any right in them for such transfer. In the absence of any such expectation having been created he is right when he argues that there was no justification for raising any industrial dispute, and that is why none was raised when the appointments were first made in December 1954.

20. From the evidence—both oral and documentary—on record, I am inclined to the view that the appointments at Butcher Island were made in December 1954 and in subsequent years as appointments in normal administrative manner and that no objection was taken to these appointments when they were first made. I am satisfied that conditions of work at Butcher Island were at that time difficult and even dangerous and that workmen were ordinarily not willing to accept the work there. There were cases of snake bites which is established from the correspondence on record (Ex. E-4 collectively). It was only much later when it was realised that the workmen at Butcher Island were earning considerable more amounts by way of overtime earnings for the recess hour and 45 minutes overtime payments for the time taken for transport to Butcher Island that the workmen at Pir Pau-Wadala and other centres had claimed rotation with the staff at Butcher Island, with a view to sharing the overtime earnings. In my opinion, the provisions of section 9A of the Industrial Disputes Act were not at all attracted when the postings were made at Butcher Island as it is not established that there were any changes in the terms and conditions of service. In any case, in this reference I am not asked to decide whether the original appointments at Butcher Island were rightly or wrongly made. However, in my opinion, the evidence on record on the point clearly indicates that at the time these appointments were made at Butcher Island in December, 1954, there was no grievance made and that it was only much later when the staff at Butcher Island began to earn more by way of overtime allowance that attempts were made for securing work at Butcher Island and that too only long after conditions had

considerably improved. If what is stated now in the 49 affidavits (Ex. E-3) was correct, it is difficult to understand why they had not addressed written applications at the first opportunity in December 1954. It appears to me that this claim is made at an after-thought to share the benefits of better earnings—as a result of considerable overtime which the Butcher Island staff are getting, particularly when conditions at Butcher Island had ceased to be difficult.

21. Dr. Shanti Patel, for the Employees' Union, has relied upon his letter dated 8th February, 1958, addressed to the Secretary, Bombay Port Trust and the reply of the Secretary of the Bombay Port Trust thereto, dated 7th March, 1958 (collectively) marked as (Ex. W-4) as key letters in support of the claim for rotation. The letter of 8th February, 1958, related to certain grievances of the workmen in Oil Pipe Line at Wadala and the demand relating to rotation was in the following terms:—

"Rotation: When the Butcher Island section of the Oil Pipe Line was started in 1954 many workmen from the Oil Pipe Line section were sent to the new section. People who were sent to Butcher Island were selected on the same principles of seniority. Even at present some workmen are transferred occasionally between the two work places. The work at Butcher Island and Pir Pau is one continuous process of work. As you are aware, those working at the Butcher Island are eligible for certain overtime. Their monthly earnings exceed those of the workmen who are working at Pir Pau-Wadala, because there is practically no overtime work at the latter place. The workmen concerned have repeatedly requested to their superiors to rotate the workmen in the Oil Pipe Line, say, every 15 days, but in vain. This is, you will appreciate, the only equitable way of distributing overtime. We have, therefore to request you to concede this just demand."

The Deputy Secretary of the Bombay Port Trust in reply by his letter dated 7th March, 1958 stated as follows:

"Rotation: The present postings of the staff at Butcher Island are purely temporary pending the fixation of the permanent staff required for Butcher Island. Your request for rotating the staff, cannot, therefore, be agreed to."

Dr. Shanti Patel has made much of the fact that the Deputy Secretary of the Bombay Port Trust has stated that the postings made at Butcher Island were temporary and that later when these appointments were made permanent no consideration was shown to this demand. But, it is significant to note that the letter of 8th February, 1958 was written more than three years after the first appointment was made at Butcher Island in December, 1954. This is the first written plea for rotation made by the Union. The earlier claim of the Union is, however, not consistent with this subsequent claim made by it. It is significant that in his earlier letter of 15th August, 1955 (Ex. W-15, written by Dr. Shanti Patel as General Secretary of the Employees' Union to the Secretary, Bombay Port Trust, he had made a claim for overtime wages for 39 hours and 33 hours during the day shift and for 33 hours extra work done during the night shift per week at Butcher Island. In that letter Dr. Shanti Patel had stated as follows:—

"You will thus find that the workmen are entitled to payment for overtime work at 39 to 33 hours per week at double the wages; moreover they are entitled to $1\frac{1}{2}$ hours wages per week for normal work of 47-1/2 hours at $1\frac{1}{2}$ hours payment."

The same demand was also made on behalf of the Fire Brigade staff placed at Butcher Island. It is significant that in this letter which was written by Dr. Shanti Patel when the members of the staff at Butcher Island were members of his union, no complaint was made of seniority not having been observed when the appointments were made at Butcher Island nor were there any allegations of favouritism in appointments. In other words, at the time i.e. in August 1955 there were no complaints or grievances about the appointments and transfer which had been made at Butcher Island. The demand on the contrary was for more overtime wages payment for the workmen working at Butcher Island. In that letter, the long hours involved for duty at Butcher Island from 9-30 A.M. to 7 P.M., are referred to by Dr. Shanti Patel not in justification for rotation but as a ground for claiming more overtime wages. Shri Maitra has further pointed out that in the Employees' Union's letter, dated 7th March, 1958 (Ex. W-6), written to the Secretary, Bombay Port Trust on behalf of the workmen at Alexandra Docks Oil Boosting Station in which as many as 10 demands were put forward with regard to grievances of Pir Pau employees, there was no reference to any

grievance with regard to the first postings at Butcher Island made in December, 1954. They are the same workmen on whose behalf the present dispute had been raised but in that letter which is one of the earliest letters on record after the first appointments were made at Butcher Island in December 1954, there is not a whisper about there being any grievances on behalf of these workmen regarding the denial of their rightful claim for promotion at Butcher Island. Surely, if in December 1954, these workmen at Pir Pau felt that they had been unjustly treated and wronged by not having been appointed at Butcher Island, they would have in this letter, when they were ventilating so many other grievances, also have mentioned their grievances about non-appointment at Butcher Island. Shri Maitra has in his characteristic forthright manner argued that these two letters of the Bombay Port Trust Employees' Union dated 18th May, 1955 (Ex. W-15) and 7th March, 1956 (Ex. W-6) are key letters. According to Shri Maitra these letters show that the attitude of Dr. Shanti Patel appears to be that the claim for overtime wages would be justified as long as these workmen remained members of Dr. Shanti Patel's Union and that they would be liable to be deprived of the same and others would be entitled to share in it when they ceased to be the members of his Union. I am inclined to agree with Shri Maitra that the effect of Ex. W-6 and Ex. W-15 stand to invalidate the claims made by the Union in its letters in the correspondence consisting of Ex. W-1, W-1B and W-3 collectively and W-4, W-15A, W-8A, W-7 and W-6.

22. Shri Maitra has also offered an explanation as to how the Employees Union's letter of 8th February 1958 came to be written claiming rotation, so many years after the first appointments at Butcher Island had been made. His contention is that under the Trustee's Resolution No. 455 dated 20th May 1958 (Ex. W-14) additional allowance was paid to the workmen at Butcher Island with considerable retrospective effect. Having come to know that such a benefit was under consideration and was likely to be granted, the Employees' Union made the claim for 45 minutes overtime wages by way of transportation allowance which was granted by an Award of the learned Industrial Tribunal Shri A. Das Gupta in Industrial Disputes Reference No. CGIT-5 of 1957 to which the Trustees granted sanction by their T.R. No. 1041 dated 25th November 1958.

23. Shri Maitra has also referred to the language in the Union's letter dated 17th September 1959 (Ex. W-7B) where the Union had stated that "in spite of the preparedness of the old staff working at Pir Pau-Wadala to work at Butcher Island, they were not selected except for few persons." This would imply that there was some amount of selection and that appointments were not whimsically made as was the Employees' Union's case at the hearing.

24. Shri Captain, the Legal Adviser for the Bombay Port Trust, has supported the contention of Shri Maitra, and he has stated that there is nothing on the record to show that prior to 1958, there was any objection raised by the senior employees at Pir Pau that they had been denied postings on Butcher Island or that they claimed posting there. It is significant that this claim for rotation was made when it was known that under the Trustee's Resolution No. 455 of 1958 dated 20th May 1958 (Ex. W-14) that additional allowance would be paid to the workmen at Butcher Island with considerable retrospective effect. He has supported Shri Maitra's submission that the joint application was made by the Bombay Port Trust for reference of this dispute because of the pressure tactic adopted by the Employees' Union, Government having earlier refused adjudication to this Union, on this demand. Shri Captain has explained that the Bombay Port Trust signed the joint application for reference to adjudication because after the Industrial Truce Resolution and because of the emergency since 1962, the Bombay Port Trust had adopted the policy of making joint applications for reference of disputes to adjudication under section 10(2) of the Act to prevent the workmen giving effect to their threats for direct action.

25. In the result, for the reasons stated above, I am satisfied that the first contention urged by Dr. Shanti Patel in support of his demand is not justified.

26. The second ground on which this demand is sought to be supported is that it is not desirable nor in the interests of the concerned workmen at Butcher Island that they should work in shifts of 12 hours. The grounds urged are that such long shift hours are injurious to the workmen, as their efficiency and health suffers thereby. But as rightly pointed out by both Shri Maitra for the other Union and Shri Captain for the Bombay Port Trust, this Union when it was representing the workmen at Butcher Island had not made any grievances on the score of long hours, nor had it claimed that the hours of work should be reduced, but it had,

on the contrary, by its letter dated 15th August 1955 (Ex. W-15), far from claiming reduction of hours of work, claimed that they should be paid overtime for as many as 33 and 39 hours extra work per week. The Bombay Port Trust is right when it has pointed out in paragraph 5 of its written statement dated 21st December 1963 (Written statement No. 7) in reply to the Employees' Union's written statement that the workmen employed at Butcher Island had themselves never made any complaint against the system of 12 hour shifts in which they had been working, nor have they requested to be rotated with any other workmen. The Bombay Port Trust is justified when it points out that the interests of the employees are fully protected by the relevant labour legislation. If the Union were really in earnest about reducing the shift hours at Butcher Island, the proper thing for it would have been to ask not for rotation, which would result in more workers having to do these long hours, albeit for a fortnight or so at a time, but to ask for reducing the shift working hours to the normal 8 hours working not only at Butcher Island, but at other work-places of the Bombay Port Trust, where longer shifts than of 8 hours are at present in force.

27. I am of the opinion that there is really no substance in the Union's contention that rotation of shift or in the alternative appointments according to seniority is justified on the grounds that the Butcher Island staff are continuously made to work for long hours or that this militates against the recognised norms based on considerations of health and efficiency as urged by it in paragraphs 19 to 21 of its written statement. It is quite clear that this claim is not made out of any such altruistic motive but only with a desire to claim a share in the overtime wages being earned at Butcher Island, which is considerably more than what is earned at other places.

28. I shall now deal with the real issue whether on the merits the demand that the workmen employed in the Oil Pipe Lines at Butcher Island, Trombay, Pir Pau, Wadala and Alexandra Docks be rotated at these places work, and failing that, whether postings should be made according to joint seniority. As already stated earlier, Dr. Shanti Patel has given up the claim for rotation and/or seniority of the employees in the Oil Pipe Lines at Alexandra Docks, and Shri S. Maitra, in Reference No. 11 of 1963, has conceded seniority to the non-scheduled workmen at Trombay Manifold and Butcher Island which is the practice at present. Both the Bombay Port Trust and the B.P.T. General Workers' Union oppose rotation of the staff at Pir Pau-Wadala and Trombay with the staff at Butcher Island and the Workers' Union is also opposed to joint seniority with the staff at Butcher Island and Pir Pau-Wadala. At the hearing Shri Captain stated that the Bombay Port Trust considered it not fair that these workmen at Butcher Island who had borne the brunt of all the annoyances and the inconveniences of work at Butcher Island from 1954 onwards and had worked loyally and without much demur through exceedingly difficult days, should now be asked to be transferred back just to please the senior men who it was clearly established had refused to go to Butcher Island.

29. Now, the Bombay Port Trust in its letter dated 3rd May 1960 [Ex.W-1 (b)] addressed to the General Secretary of the Employees' Union has clearly stated that the question of rotation was governed by administrative feasibility only and therefore, it had been decided that there should be no regular systematic rotation of staff between the old Pipe Line Wadala, Pir Pau and Butcher Island except in the case of the electrical section where the number of workmen posted at the Trombay Manifold is small and where a system of periodical rotation had already been in force for some time. The letter made it clear that Butcher Island and Trombay Manifold will be treated as a single and self-contained unit for purposes of seniority and promotion of non-scheduled staff and that as far as the general works, M.O.T. Division, was concerned, the staff of that division employed at Pir Pau under the jurisdiction of the Junior Assistant Engineer, M.O.T., would be treated as part of the M.O.T. Division.

30. On the question of Administrative difficulties, the Bombay Port Trust has examined its Engineer-in-charge at the Butcher Island, Shri Q. H. Tawfiq (EW-1), who has deposed to the administrative difficulties in the way of rotation or postings according to seniority. Shri Tawfiq in his evidence has pointed out that as between Butcher Island and the other oil pipe line centres, there was firstly a difference with regard to shift hours and secondly there was the problem of providing free quarters for those whose presence in the docks was essential. He has stated that house rent allowance does not ensure the employees' presence at the spot in any emergency and the fact that the workmen get house rent allowance would not solve the difficulty. He has referred to the difficulties in the way of "a thorough going application of the principle, as far as practicable, of distributing overtime evenly amongst the workmen." The difficulties which he enumerated

are that all workmen are not willing to do overtime work, the duration of overtime work is not uniform on all occasions, that in respect of certain jobs only those workmen who have specialised in that particular type of work can be detailed for the work and others with the same designation and qualifications cannot carry out the work and they cannot, therefore, be given overtime for these jobs. He also pointed out that whilst in Butcher Island the oil pipe line workmen have to handle white and crude oil, which are highly inflammable, at Alexandra Docks section only black oil, which is non-hazardous, is handled. In his opinion the operations at Pir Pau and Alexandra Docks are simple as compared to the operations at Butcher Island Trombay. He has pointed out that the operations at Butcher Island Trombay, require the working of a network of valves which only workers who are conversant with this type of work can handle. He stated that if the work at Pir Pau and Butcher Island is not done efficiently it would result in contamination and loss of material, which would involve considerable drainage of foreign exchange. He was categorical in his statement in saying:—

"I cannot accept rotation of workmen on these works in any circumstances.

My reasons for this are (1) all these workers who are to be trained will have to be sent in batches to and from Butcher Island for which a regular roster will have to be maintained and gigantic task will be imposed on the administration in doing so. At present, we are rotating only a few instrument fitters and their helping mazdoors, numbering about 20 and we are facing a lot of trouble in doing so. It would be left to anybody's guess what would happen in the pipe line sections if they are placed on rotation. The other difficulties which we would have to face would arise out of inequality in the number of persons working in the different sections. Another difficulty would be because of two shift working in the Butcher Island and the three shift working in the other oil pipe lines. Because of this it will not be possible to evolve a regular roster for their rotation. It has been found that men do not want to work in oil pipe line sections other than Butcher Island and for this reason whenever any worker is posted in the second shift at the other oil pipe line sections, he invariably remains absent and that too without permission. The result is that we have to continue the workmen of the previous shift. If common seniority were to be introduced, with the senior employees posted at Butcher Island, then in the event of a vacancy of a mukadam occurring at Butcher Island a series of arrangements and transfers would have to be effected. It would result in the senior most mukadam from the rest of the oil pipe line section having to be transferred to Butcher Island to get the benefit of overtime work. The vacancy in the mukadam's post in the other pipe line section would involve the question of free quarters for the mukadam posted in such a post. Another difficulty would be that the vacancy in the post of mukadam so created would have to be filled in by the senior navganee from Butcher Island, and the post at Butcher Island would have to be filled up by transferring seniormost navganees from other pipe lines section to enable him to get the benefit of overtime. If this post of navganee has the facility of free quarters attached to it, then another navganee of another section would have to be transferred in his place. The post of navganee then would have to be filled in from among the senior most mazdoors from one of the Butcher Island and another mazdoor from one of the pipe lines section would have to be transferred to Butcher Island to get the benefit of overtime. If, however, the last mazdoor so appointed has the benefit of free quarters, then a mazdoor from one of the other sections will have to be transferred in his place and the post of mazdoor thus falling vacant in any one of the other sections will have to be filled in by direct recruitment or kept vacant."

Explaining the existing arrangements at Butcher Island, he stated that at present officiating arrangements are made by the respective sections and a formal sanction of the Additional Mechanical Superintendent is obtained which is mostly *ex-post facto*, and there is no difficulty in implementing this arrangement. He stated that if, however, combined seniority of oil pipe line sections were to be introduced, this officiating arrangement would have to be made only from the office of the Mechanical Superintendent and not from the respective sections which would result in there being no officiating appointments for short periods, which would lead to further grievances.

31. In his cross-examination by Dr. Shanti Patel for the Employees' Union, the witness stated that as Engineer-in-charge of the M.O.T. at Butcher Island, he

was not required to look after the work at the oil pipe line at Wadala, Pir Pau and the Oil Pipe Line at Alexandra Docks. He admitted that there were no officers-in-charge of these two sections but that there are foremen posted there, whose work is directly supervised by an assistant from the Mechanical Supdt's office. He admitted that the Indian Petroleum Act applies to all the Pipe Line Sections and that there are various gradations of oil to which the different sections of the Act apply. He admitted that the work beyond the Pir Pau Manifold is looked after by the foreman oil Pipe Line Section. He admitted that that was so as far as the work on the oil Pipe Line bearing black and white oil is concerned. He denied that the chances of explosion and contamination are the same at the Pir Pau Wadala section and the M.O.T. He admitted as correct that valves have to be operated also at Wadala Pir Pau section but he stated that they are not of the same size as at Butcher Island. He explained that by M.O.T. he meant both Butcher Island and the Trombay Manifold. He was next questioned with regard to the two electrical divisions called Electrical Establishment Southern Division and Electrical Establishment Northern Division and he admitted that in the electrical divisions acting arrangements are made but he explained that they do not involve such complications as in the old pipe line sections, firstly, because there is no question of free quarters involved and secondly, because all the employees of the electrical divisions work in three shifts only. He admitted that more workmen are employed in the first shift of the electrical division than are employed in the second and third shifts but he denied that there is complete rotation in the three shifts. He explained that the rotation is only partial because there is a group of persons in the electrical department who work only in the day shift such as carpenters, fitters, etc. He was next questioned about the Fire Brigade staff and he admitted that it was true that Fire Brigade staff is rotated between the mainland and the Butcher Island. He admitted that the headquarters of Fire Brigade staff is at Princess Docks and contingent is maintained at Pir Pau. He admitted as true the fact that the Fire Brigade staff at these places is rotated but he pointed out that at each place the Fire Brigade staff works in two shifts each of 12 hours. He was not sure whether the number of Fire Brigade staff at each of the three centres is the same, though he admitted that the service conditions of the workmen working at Butcher Island and Alexandra Docks and at Wadala Pir Pau oil pipe lines are the same. He pointed out that their working conditions are different. He stated that they follow the usual Port Trust rules for recruitment of staff at Butcher Island and that at present there is no special post of trainee for the workmen at the M.O.T., Butcher Island, and that there was none in the past. In each section the chargemen prepared the roster which is verified by the foreman. This was in respect of non-scheduled staff only. He admitted that it had been decided by resolution of the Trustee's that technical supervisors will, when appointed, be rotated in the three oil pipe-line sections. He admitted as correct that none of the oil pipe line staff were provided with quarters at Butcher Island, that general free quarters are attached to the post, but in some special cases, they are given as a personal benefit to an individual employee.

32. I agree with Shri Captain that this was a disinterested witness who had not taken sides and who being a comparatively new-comer had nothing to do with the old postings and he had no interest in the common seniority or question of distribution of overtime. I also agree with Shri Captain that this witness has given evidence in an independent manner on the administrative difficulties of any system of rotation or posting according to seniority at Butcher Island.

33. As against this, Dr. S. Patel had at a very late stage of the proceedings in this case, on 9th December, 1964 in the afternoon, actually after he had started addressing, tried to put in a scheme of rotation which according to him was workable and practicable. As it was not known who had prepared the scheme and whether it could be worked, it was not allowed to be tendered but time was granted to him to lead evidence in support of a workable scheme of rotation and transfer according to seniority, and Dr. Shanti Patel at the adjourned hearing on 11th December, 1964 examined one Shri Mangatram Arya, a time-keeper at oil pipe-line, Pir Pau (W. W-1), who tendered a rotation scheme which he claimed had been prepared by him between the workmen at Butcher Island and the Trombay, Manifold and at Pir Pau-Wadala (ex. W-12). In explaining his scheme of rotation he took care of fitters at the different centres. The numbers he gave are those which were stated in the rotation scheme which he had tendered and he stated that in a similar manner rotation of the other categories of workmen had been carried out in this scheme. In his cross-examination, he admitted that originally he had been appointed as a mazdoor and was promoted later to the post of navganee. In cross-examination by Shri Maitra, the witness exposed his complete ignorance about the factors relating to conditions of work and service,

which have to be considered in evolving a workable Rotation System, because he stated:—

"I have drawn the scheme of rotation (ex. W-12) on the number of workmen senior in service being allowed to draw higher benefits by way of rotation, to earn overtime benefits. I have not taken into consideration any other factors in drawing up this scheme. I do not know whether the shore-laskars of the Dy. Conservators Dept. at Butcher Island and Princess and Victoria Docks draw two hours fixed overtime in each shift whilst at Alexandra Docks, the shore-laskars draw three hours overtime fixed. I do not know whether in the dredging section, the Pori duty staff are posted for duty in 8 hour shift and the other staff are posted for 12 hour shifts and they are rotated. It is true that the crane drivers at Alexandra Docks Hydraulic Section are not rotated with crane drivers at P. & V. Docks."

In his cross-examination by Shri Captain, he had to admit that he had never prepared a roster or scheme of rotation of workmen who at one place are working in two shifts and at the other in three shifts. But he claimed that he could prepare a scheme of rotation to cover workmen of differing shifts. When questioned as to when the scheme of rotation was prepared by him, the witness answered as follows:—

"I say this scheme was prepared by me personally on the 9th instant in the evening. I am quite sure that I prepared the scheme in the Wadala office of the B.P.T. in the evening of the 9th instant. I was not present in this court on the 9th instant nor was I present in this court yesterday. Dr. Shanti Patel came to me on the 9th instant at the Pir Pau office of the B.P.T. in the evening and gave me certain figures, and told me to prepare a scheme which I prepared thereafter. I know the difference between transfer and rotation. In the hydraulic establishment and the P. & V. Docks when I said that crane drivers are rotated, I meant that they continue to work on the same crane until the shift changes or the man is absent. I was in the hydraulic section for about 8 years. There are different makes and kinds of cranes at the Princess and Victoria Docks, but the operation of all the cranes on which the crane drivers are rotated, are the same."

Pressed further, with regard to his knowledge of the work at Butcher Island and at Wadala-Pir Pau, he stated:—

"I have never been to Butcher Island. I do not know the nature of the work at Butcher Island. I do not know work at Butcher Island is completely different from the work at Manifold or Pir Pau. I do not know whether there is a place called 'Dolphin' where vendors work is done. I do not know whether all the workmen working at Butcher Island have refused to work at the 'Dolphin' and I am not also conversant with the working of the Manifold. I also do not know that at the Manifold there is a place known as Manifold Fresh Water Pump-House. I do not know that except for the fitters, the other persons working at the Manifold are unwilling to work at the pump-house. At Pir Pau-Wadala the men are given a weekly day of rest on intimation by three months notice in advance. These men are given a fixed weekly day of rest for three months. I do not know whether on Butcher Island, the workmen did not get the fixed days of rest, but at Pir Pau we have fixed days of rest staggered for every three months. I cannot say whether in the other sections in the B.P.T. the weekly day of rest is notified three months in advance as is done in Pir Pau. I do not know that in several other sections of the B.P.T. weekly days of rest have to be notified three months in advance for each. I also do not know that staggering of weekly rotations is done at certain places every week and yet at other places every month. When the weekly days of rest coincide with the work holiday, further staggering is required. I admit that I do not know whether there are free quarters at Butcher Island."

He was then questioned with regard to working at Pir Pau and the old Pipe-Line at Alexandra Docks, and he stated:

"I came to Pir Pau about 2 years ago. I have heard all the workmen at Pir Pau want to work at Butcher Island because they want equal distribution of overtime. I do not know whether these workers get more overtime whether at Butcher Island or at Pir Pau."

Pressed about factors he had taken into account in preparing his rotation scheme, he had to admit as follows:

"In preparing my scheme of rotation I assumed that there is common seniority of all these workers. It is true that out of the total number of 69 fitters shown in my scheme three fitters from the three different sections might want to go on leave simultaneously. From my experience as a time-keeper, I say that an average of about 15 to 20% of the workmen in my section are on leave per month. During the monsoon this average would be higher. It is true that about 16 transfers would have to be made if three senior fitters proceed on leave simultaneously on any one day. I admit that I did not consider this aspects of the matter when I drew my scheme. It is true that I also did not take into consideration the difficulties that might occur if one of the three fitters (seniormost) who might go on leave simultaneously would be entitled to free quarters at Butcher Island. It is true that free quarters are prepared at Pir Pau but because the men are required to be available on the spot."

34. Though, in his re-examination, Dr. Shanti Patel tried to elucidate certain answers from the witness with a view to show that the witness had a little more knowledge in preparing the scheme and was not ignorant of material factors as he had owned up in the cross-examination, I have no doubt that it was obvious that this witness had not prepared the scheme and that Shri Captain's criticism that the witness hardly understood it and that it was unfair of Dr. Shanti Patel to have expected this witness to have explained it, is justified. It is significant that Dr. Shanti Patel had tried to put in a scheme during his address in the afternoon of the 9th December and because both Shri Captain and Shri Maitra had objected to the scheme tendered by Dr. Shanti Patel being taken on file without proper proof thereof, this witness was that evening asked by Dr. Shanti Patel to prepare a scheme, after certain particulars had been collected by him (Dr. Shanti Patel) from the office of the Bombay Port Trust, being copy of the shift-wise postings of staff at Oil Pipe Lines including Butcher Island which he gave to the witness—Shri Mangatram Arya—and asked him to prepare a Rotation Scheme. The witness repeatedly stated that Dr. Shanti Patel saw him on the 9th December 1964 in the evening and asked him to prepare the scheme. On the 10th of December this dispute was posted for hearing but had to be adjourned as Dr. Shanti Patel was busy resolving a sudden strike of Crane Drivers which had occurred that morning and on the 11th of December this witness was examined and he produced the scheme. On a comparison of this scheme (Ex. W-12) with a copy of the scheme which Dr. Shanti Patel had tried to put in on the 9th instant (Ex. E-5), it is clear that the scheme which the witness had put in is practically the same scheme as the one Dr. Shanti Patel had tried to put in, barring a few changes in the figures and the numbers of the workmen of the various categories. In my opinion, Shri Captain, the learned Legal Adviser of the Bombay Port Trust, is right when he stated that the witness having admitted that he had not considered any of the necessary factors in preparing a proper scheme of rotation viz., the factors with regard to the difference in nature of work, staggered weekly days of rest, sudden absenteeism and refusal to work at certain places, etc., and he not even being aware of their existence, the scheme which he had tendered was worthless. It is clear he had not prepared the scheme and had not even properly understood it.

35. As stated earlier, Dr. Shanti Patel referred to the Fire Brigade staff and the Electrical Establishment staff at Butcher Island in support of his claim for rotation. With regard to the Fire Brigade staff, the work is essentially the same in the Fire Brigade and the shifts are the same, as also the weekly day of rest. Besides, there is no problem of quarters and, therefore, there is none of the administrative difficulties which have been pointed out by the Post Trust. With the Electrical Establishment, there are only four instrument fitters who are concerned and even so, there is no doubt that they cause innumerable difficulties to the Administration. Dr. Shanti Patel has relied upon a statement (Ex. W-11) in support of his contention that rotation is practised in other departments. As pointed out by Shri Captain, it only shows rotation in three shifts for the purposes of night shift working. That is not rotation of the type that is demanded under this reference. The three departments referred to in (Ex. W-11) are water-tight compartments rotating in shifts, and there is no interchangeability as would be the case if rotation as claimed in this reference were to be granted. Exhibit W-9 relates to the Fire Brigade staff but for the reasons indicated earlier, there is no correct analogy which can apply.

36. I am, therefore, not satisfied that the claim for rotation or claim for posting according to seniority can be supported by the prevailing practice with regard

to Fire Brigade and the Electrical Sections. I think Shri Captain was right when he stated that Dr. Shanti Patel as also his witness WW-1 have mixed up rotation with transfers, and that the Employees' Union's witness WW-1 had conveniently used the word rotation for transfer.

37. In the result my award in the reference is that the demand for rotation is not justified at all.

38. As regards postings at Butcher Island according to seniority there is no case made out for it either except between Trombay Manifold and Butcher Island, where postings of the non-scheduled staff only according to seniority are being made at present as recorded in the terms of my award in reference No. CGIT-11 of 1963. I am satisfied from what is stated above that there are innumerable difficulties in the way of postings at Butcher Island on basis of seniority and I also accept the Bombay Port Trust's contention that it would be manifestly unfair to the staff who as early as in December 1954, and subsequent years accepted appointments at Butcher Island, and put up with all the inconveniences of life and work there, that they should not be asked to exchange places with more senior men who had declined to accept appointments at Butcher Island when conditions of work and life were difficult at Butcher Island. Nor is this claim for postings for joint seniority justified on the merits. It would in my opinion raise more difficulties and problems than it would settle.

39. In the overall result the claim under reference is rejected except for postings at Butcher Island according to seniority of the non-scheduled staff at Trombay Manifold, and no direction with regard to the date when this should come into force needs to be given as the scheme is already in force.

40. No order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer,

Central Government Industrial Tribunal, Bombay.

[No. 28/76/63/LRIV.]

New Delhi, the 11th June, 1965

S.O. 1929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs. P. T. Anklesaria & Company, Bombay and their workmen which was received by the Central Government on the 31st May, 1965.

BEFORE SHRI S. TAKI BILGRAMI, INDUSTRIAL TRIBUNAL, MAHARASHTRA, BOMBAY

REFERENCE (IT-CG) No. 3 OF 1964

BETWEEN

Messrs. P. T. Anklesaria & Company, Bombay,

AND

The workmen employed under it.

In the matter of increase of wage rates to be given to workers concerned in the reference with effect from 1st May, 1964, etc.

Appearances—Nil.

AWARD

A reference was made by the Government of India of a dispute between Messrs. P. T. Anklesaria & Co., Bombay, foodgrains handling contractors, Bombay Docks, and the workmen represented by the Transport and Dock Workers' Union, Bombay, for adjudication of a demand for increase in wages, etc.

2. The parties were asked to file their statement of claim and written statement. They requested for extension of time on the ground that negotiations for a settlement were going on. I was informed by the Secretary, Transport and Dock Workers' Union, by letter No. TD/IT-CG-3 of 1964, dated 25th August, 1964 that the work of handling food grains in the Bombay Docks had been taken over by the Government in the Ministry of Food and Agriculture, and the dispute no longer survived. On receipt of this, the Central Government was informed and its directions were sought. A communication from the Central Government, Ministry of Food and Agriculture No. DIR/MISC/65, dated 19th April, 1965 was received

stating that a joint application would be made by the parties requesting permission for withdrawal. As more than a month has elapsed since that date, and no formal application for withdrawal has so far been received, and as the Government of India in its letter referred to above has stated that the dispute has been settled, and it will not be necessary to proceed with the reference, the demands are treated as not pressed on account of a settlement between the parties and change of circumstances and the reference stands disposed of.

(Sd.) S. T. BILGRAMI,

Industrial Tribunal.

Bombay, the 24th May, 1965.

[No. 28/36/64/LRIV.J

New Delhi, the 14th June 1965

S.O. 1930.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in respect of an industrial dispute between the employers in relation to the Bank of Maharashtra Limited and their workmen which was received by the Central Government on the 4th June, 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT BOMBAY**

REFERENCE No. CGIT 94 OF 1964

Employers in relation to The Bank of Maharashtra Ltd.,

AND

Their workmen.

PRESENT:

Shri Salim M. Merchant—*Presiding Officer.*

For the Bank—Shri N. D. Juvekar, Advocate, with Shri S. P. Sapre, Senior Staff Executive.

For the workmen—Shri K. K. Mandal, with Shri R. M. Surakhe for the Vidharba Bank Employees' Federation.

Dated at Bombay this 2nd day of June 1965

INDUSTRY: Banking.

STATE: Maharashtra.

AWARD

1. The Central Government, by the Ministry of Labour & Employment's Order No. 51(65)/64-LR IV dated 10th November 1964, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial disputes between the parties above-named in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

"1. Whether the management of the Bank of Maharashtra Limited was justified in withholding the salary of the clerk Shri S. C. Hiwarkar for the period between the 10th March 1964 and 30th March, 1964 without following the procedure laid down in paragraph 18.28 of the Award, dated the 7th June, 1962 of the National Industrial Tribunal (Bank Disputes), Bombay published with the notification of the Govt. of India in the Ministry of Labour & Employment No. S.O. 2028 dated the 13th June, 1962?

2. If not, to what relief is Shri Hiwarkar entitled?"

2. At the hearing of this dispute before me at Bombay on 2nd June 1965, after the matter had been discussed for some time, on my suggestion, the dispute was treated as settled on the following terms:

"On Shri S. C. Hiwarkar, the workman concerned, stating that he has done nothing to give any cause for dissatisfaction to the Management; but if inadvertently his conduct has given cause for dissatisfaction to the

Bank Management, he expresses regret for it. The Management accepts this expression of regret and agrees not to treat this as misconduct and agrees to pay Shri S. C. Hiwarkar his wages for the period from 10th March 1964 to 30th March 1964 (both days inclusive), which have been with-held; and to treat the matter as closed."

3. The parties have prayed that I should make an award recording this dispute as settled on the above terms. I, therefore, make an award recording that the dispute is settled on the terms stated above.

4. No order as to costs.

SALIM M. MERCHANT,
Presiding Officer.
[No. 51(65)/64-LRIV.]

ORDERS

New Delhi, the 8th June 1965

S.O. 1931.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Ltd., and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Mir Siadat Ali Khan shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

(1) Whether the demand of the Union for payment of compensation in lieu of overtime or weekly off to Sarvashri Jeru Thapa and V. Krishnamurty (Chowkidar Staff) for the period from 2nd August 1960 to 1st January 1962, is justified?

(2) If not, what relief are they, or either of them, entitled to?

[No. 51(17)/65-LRIV.]

New Delhi, the 11th June 1965

S.O. 1932.—Whereas the employers in relation to the Commissioners for the Port of Calcutta and their workmen represented by the Calcutta Port Shramik Union, Calcutta have jointly applied to the Central Government for reference of an industrial dispute that exists between them in respect of the matter set forth in the said application and reproduced in the Schedule hereto annexed, to a Tribunal;

And, whereas the Central Government is satisfied that the Calcutta Port Shramik Union represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7(A) of the said Act.

SCHEDULE

Whether the demand of the Porters (Coal Trimmers) and Mates of Coal Trimmers for a separate trimming allowance in addition to the dust allowance awarded by the Central Government Industrial Tribunal in reference No. 8 of 1958 is justified? If so, what should be the amount of trimming allowance and from which date should it be payable?

[No. 28/127/64/LRIV.]

O. P. TALWAR, Under Secy.

New Delhi, the 8th June 1965

S.O. 1933.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 3, read with clause (iii) of sub-section (1) of section 4 and sub-section (2) of section 5 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby fixes the minimum rates of wages payable to the categories of employees employed in barytes, bauxite or gypsum mines, specified in the Schedule annexed hereto, the same having been previously published as required by clause (b) of sub-section (1) of section 5 of the said Act, and directs that this notification shall come into force on and from the 16th August 1965.

SCHEDULE

Categories of employees	All inclusive Minimum rate of wages
I. BARYTES MINES	
1. Mazdoor (Male)	1.75 per day.
2. Mazdoor (Female)	1.75 per day.
3. Miner-cum-loader	2.62 per day.
4. Miner	2.62 per day.
5. Loader (Male)	2.62 per day.
6. Loader (Female)	2.62 per day.
7. Grader (Male)	1.75 per day.
8. Grader (Female)	1.75 per day.
9. Dresser	2.62 per day.
10. Chipper	1.75 per day.
11. Watchman	1.75 per day.
12. Compressor Driver	91.00 per month.
II. BAUXITE MINES	
1. Mazdoor (Male)	2.00 per day.
2. Mazdoor (Female)	2.00 per day.
3. Miner	3.00 per day.
4. Carpenter	4.00 per day.
5. Carpenter Helper	3.00 per day.
6. Blaster (Shot Firer)	3.00 per day.
7. Tool Sharpener	3.00 per day.
8. Pump Attendant	3.00 per day.
9. Reliever	3.00 per day.
10. Fitter	4.00 per day.
11. Driller	4.00 per day.
12. Blacksmith	4.00 per day.
13. Crusher Operator	4.00 per day.
14. Crusher Operator Helper	3.00 per day.
15. Sampler	3.00 per day.
16. Compressor Driller	3.00 per day.
17. Bulldozer Khalasi	3.00 per day.
18. Watchman	2.00 per day.
19. Water carrier	2.00 per day.
20. Canteen Boy	3.00 per day.
21. Gardener	3.00 per day.
22. Picker (Male)	2.00 per day.
23. Picker (Female)	2.00 per day.
24. Peon	52.00 per month.
25. Sweeper	52.00 per month.
26. Driver	104.00 per month.
27. Mechanic	104.00 per month.
28. Compressor attendant	104.00 per month.
29. Power Shovel Operator	104.00 per month.
30. Tractor Operator	104.00 per month.
31. Dump Driver	104.00 per month.
32. Electrician	104.00 per month.
33. Power and Pump House Operator	104.00 per month.
34. Cleaner	52.00 per month.
III. GYPSUM MINES	
1. Mazdoor (Male)	2.00 per day.
2. Mazdoor (Female)	2.00 per day.
3. Skilled Mazdoor	4.00 per day.
4. Assistant Sample Taker	4.00 per day.
5. Sample Boy	2.00 per day.

<i>Categories of employees</i>	<i>All inclusive Minimum rate of wages</i>
6. Picker (Male and Female)	2.00 per day.
7. Helper	3.00 per day.
8. Cleaner	2.00 per day.
9. Diesel Mechanic	4.00 per day.
10. Driver	104.00 per month
11. Watchman	52.00 per month.
12. Generator Operator	104.00 per month
13. Wireman	104.00 per month
14. Air Compressor Attendant	104.00 per month
15. Mason	104.00 per month
16. Welder	104.00 per month
17. Sampler	104.00 per month.
18. Waterman	52.00 per month.
19. Sweeper (Male)	52.00 per month.
20. Sweeper (Female)	52.00 per month.
21. Peon	52.00 per month.
22. Khalasi	78.00 per month.
23. Driller	104.00 per month.
24. Shot Firer	104.00 per month.
25. Fitter	104.00 per month.
26. Checker	78.00 per month.
27. Stationary Engine Attendant	104.00 per month.
28. Pump Attendant	104.00 per month.
29. Blacksmith	104.00 per month.
30. Turner	104.00 per month.
31. Carpenter	104.00 per month.
32. Compounder	104.00 per month.
33. Untrained Creche Attendant	104.00 per month.
34. Pointsman	78.00 per month.
35. Dispensary Attendant	78.00 per month.
36. Telephone Attendant	78.00 per month.
37. Cook	78.00 per month.

NOTE.—The all inclusive minimum daily rates of wages specified in this Schedule are inclusive of the wages for the weekly day of rest.

[No. LWI(I)7(1)/63.]

R. M. DOIPHODE, Dy. Secy.

New Delhi, the 8th June 1965

S.O. 1934.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Hindusthan Lalpath Colliery, District Chanda and their workmen, which was received by the Central Government on the 3rd June 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE CGIT No. 83 of 1964

Employers in relation to Hindusthan Lalpath Colliery,

AND

Their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

For the Employers—Shri S. K. Dave, Labour Welfare Officer, and Shri K. K. Shukla, Assistant Agent.

For the workmen—Shri K. Krishna Rao, Gen. Secy., Sasti Colliery Workers' Union.

Dated at Bombay this 29th day of May, 1965

INDUSTRY: Coal-mining.

STATE: Maharashtra.

AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 3/3/64-LR-II, dated 29th August 1964, in exercise of the powers conferred by Clause (d) of Sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of the subject-matter specified in the following schedule to the said order, to me for adjudication:

SCHEDULE

1. Whether the management of Hindusthan Lalpeth Colliery was justified in denying work and medical treatment to Shri Renukuntala Ashaloo, Driller Mazdoor?
2. If not, to what relief is the workmen entitled?
3. After the parties had filed their written statements at the hearing of this dispute before me at Bombay on 29th May 1965, after parties had made their submissions, at my suggestion, the parties agreed to settle this dispute on the terms and conditions recorded in the joint application dated 29th May 1965 filed by them. A copy of the said application is attached hereto, and marked annexure "A". As I am satisfied that the terms and conditions of settlement are, in the facts and circumstances of the case, fair and reasonable, I make an award in terms thereof.
3. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
BOMBAY

REFERENCE CGIT No. 83 of 1964

Employers in relation to the Hindusthan Lalpeth Collieries,
AND
their workmen.

May it please the Tribunal:

We, the parties have reached the following settlement and pray for any Award in terms thereof. The Company shall make an *ex-gratia* payment of Rs. 225 to Shri Renukuntala Ashalu, the workman concerned, in full and final payment of all his claims in this reference, including his claim for reinstatement in service.

Payment to be made on 16th June 1965 at Chanda.

Dated at Bombay this 29th day of May, 1965.

For Basti Colliery Workers' Union,

E. KRISHNA RAO,
duly authorised by the
workman, Shri Renukuntala Ashalu.

For Hindusthan Lalpeth Collieries.

S. N. DAVE,
Labour Welfare Officer.
N. N. SUKHLA,
Assistant Agent.

Before me,

(Sd.) SALIM M. MERCHANT,
Presiding Officer,

Bombay, 29th May, 1965.

[No. 3/3/64/LRII.]

New Delhi, the 9th June 1965

S.O. 1935.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to Messrs Bolani Ores Limited and their workmen which was received by the Central Government on the 1st June, 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD**

In the matter of a Reference under Section 10(2) of the Industrial Disputes Act, 1947.

REFERENCE No. 41 of 1964

PARTIES:

Employers in relation to Messrs. Bolani Ores Limited

AND

Their workmen represented by the Barbil Workers' Union (INTUC).

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers—Sarvashree P. P. Ginwala, Barrister-at-Law, S. S. Mukherjee, Advocate, Dhanbad; N. K. Raha of Messrs. Orr Dignam, and M. S. Bala Head of the Personnel Department of the Company.

For the Workmen—Sarvashree D. L. Sen Gupta, M.P., Advocate, and J. R. Dash, General Secretary, Barbil Workers' Union (INTUC).

STATE: Orissa.

INDUSTRY: Iron Ore.

Dhanbad, dated the 21st April, 1965

AWARD

By its Order No. 23/4/64-LRII, dated the 9th April, 1964, Ministry of Labour Employment, Government of India, referred, under Section 10(2) of the Industrial Dispute Act, 1947, (hereinafter called 'the Act'), on the joint application dated 22nd March, 1964 of both parties signed by their representatives, on their having jointly applied to the Central Government for reference to a Tribunal, an industrial dispute in respect of the matters set forth in the said application, reproduced below for adjudication to this Tribunal.

2. The two items of dispute, which were referred for adjudication to this Tribunal under Section 10(2) of the Act, were as follows:

"(i) Are not the workmen (including those recruited through Coalfields Recruiting Organisation) of Messrs. Bolani Ores Limited entitled to Bonus for the year ended on 30th September 1963? If entitled, to what extent?

(ii) Whether the workmen who had struck work from the midnight of 12/13th March 1964 to midnight of 13/14th March 1964 are entitled to wages for this period."

3. The concerned workmen on 25th May, 1964 filed their written statement through the General Secretary, Barbil Workers' Union which represented them. Their main defence, though the Union, with regard to Issue No. (i), quoted above, was, as mentioned in para 30 of its written statement, that on the published Profit and Loss Account of the company for the year ending 1962-63, the Gross Profit appears to be Rs. 66,74,344/- although it will be much higher on an inspection of the Company's accounts. In paragraph 30, the Union also gave a chart showing the available surplus obtained, after showing the admitted profits of Rs. 32,71,451. The Union, thereafter, in Para 31 of its Written Statement said that when the company paid bonus when it suffered loss and bonus paid being continuous and without break the bonus partakes the character of 'condition of service' and, as such, the claim of bonus as condition of service stands justified. The Union, further, said in Para 32 that the profit in the year 1962-63 being many times more than that of the preceding year the profit bonus should also be proportionately higher and, as such, the claim of profit bonus stands justified.

4. The case of the Union, with regard to Issue No. 2, stated above, was, as will appear from Para 33, that the strike of 13/14th March, 1964 being lawful, peaceful and to vindicate the right in respect of terms of employment, but for which the advance payment made would not have been possible, "demonstratively show its utility *vis-a-vis* justification," and as such the workmen were entitled to their wages for the day of strike.

5. The company also filed its written statement on 8th July, 1964. The company in Para 30 of its written statement controverted the figures given by the Union in Para 30 of its written statement and gave its own calculations on the basis of the trading profit showing a deficit of Rs. 5,10,045, mentioning that Rehabilitation not yet provided, and, therefore, it was said that there was no question of any available surplus and as such the workmen were not entitled to any bonus.

6. The Union's demand was 8 months' wages as bonus, that is, (i) three months' wages as bonus as condition of service, and (ii) 5 months' wages as profit-sharing bonus. The Company, however, maintained that it had only loss and as there was no available surplus the workmen were not entitled to any bonus at all.

7. I may mention, that there was a serious talk of compromise between the parties, as a result of which the workmen brought down their demands to three months' wages as profit-sharing bonus, and, the Company went up to 70 days' wages as profit-sharing bonus irrespective of whether there was loss or profit. But, unfortunately, although this gap of 20 days was a very narrow gap, it could not be bridged over and the talk of compromise failed.

8. Documents filed on behalf of the workmen were marked Exhibits W. to W.15 and the documents filed on behalf of the company were marked Exhibits M to M.37(d), out of which Exhibit M.15 to M.34 were marked on the objection of the workmen.

9. The workmen examined two witnesses, namely, Sri S. Das Gupta, W.W.1 and Sri J. R. Dash, W.W.2. The company, however, examined 8 witnesses, namely, Sarvashri V. S. Baliga, N.W.1, Chief Mining Engineer, Department of Mines, Tata Iron and Steel Co. Ltd., H. S. Das, N.W. 2, an engineer of Ghosh-Bhose and Associates, Calcutta, and as such not an employee of this company; J. R. Saren N.W.3, Mechanical Engineer, Bolani Ores Limited; Ratan Lal Arora, N.W.4, Works Accountant of Bolani Ores Limited, and R. Sondhi, N.W.5, Senior Assistant of Bird and Company Limited, directly responsible to the Board of Directors for the affairs of the company, Bolani Ores Limited.

10. The case was heard at first in part at Dhanbad on 22nd February, 1965, and, thereafter, at the request of both parties, it was heard at Calcutta on 16th April, 1965, 17th April, 1965, 18th April, 1965, although it was a Sunday, and on 19th April, 1965. The company was represented by Sarvashree P. P. Ginwala, Barrister-at-Law, S. S. Mukherjee, Advocate, Dhanbad; N. K. Raha of Messrs Orr Dignam and N. S. Bala, Head of the Personnel Department of the Company. Sarvashree D. L. Sen Gupta, M.P., Advocate, and, J. R. Dash, W.W.2, General Secretary of the Union, appeared for the workmen concerned.

11. On behalf of the company a preliminary objection was taken that the reference was invalid but as this objection was not taken in the written statement, the company on 19th April, 1965, filed a petition taking specifically this preliminary objection which was objected to by the Union. As both the parties had been heard on this preliminary objection, I indicated in my order of 19th April, 1965 that this preliminary objection will be dealt with in the award itself. I propose, therefore, to dispose of this preliminary objection first as it will not detain me long. Before, however, I decide this preliminary objection it would be useful to set out the material facts and sequence of events with dates in their chronological order.

12. The above facts are these:

The company was incorporated on 5th June, 1957 Exhibit M.-8; it commenced production in 1959 and despatches in 1960. Government of India has 55.5 per cent shares in this Company and it also appoints two of its Directors and concurs in the appointment of its Chairman. This Company supplies its products to Hindusthan Steel Limited, under which come Rourkela, Bhilai, and Durgapur Steel Plants.

12-6-1960—*Exhibit M:*

On 12th June, 1960, a settlement *Exhibit W.* was arrived at between the company and this Union which was to be effective from 1st June, 1960 and was to remain in force till 31st May, 1964, and thereafter also for three months more after termination of the agreement and in this agreement, under Issue No. 3, at page 2, it was agreed, regarding profit-sharing bonus, which was claimed by the Union at the rate of 3 months gross pay, that when development is complete and the company is making profit this matter may be raised again by the Union.

11-1-1962—*Exhibit M.11:*

On 11th January, 1962, the Union sent a letter *Exhibit M.11* to the Superintendent of the Company in connection with the bonus issue for the year 1960-61 and the Company was given notice by the Union that the Union proposed to call a strike on and from 2nd March, 1962, in the above connection as the said bonus has not yet been paid nor any information received.

1-3-1962—*Exhibit M.2:*

On 1st March, 1962, on receipt of the notice of the Union, dated 11th January, 1962, (*Exhibit M.11*), the Union served a notice of strike in connection with the demand for 70 days' wages as bonus. There was a settlement *Exhibit M.2* between the parties, which was in substitution of Issue No. 3 of the settlement dated 12th June, 1960 *Exhibit M.* and the agreement of 1st March, 1962 *Exhibit M.2*, which was to constitute a part of the original agreement dated 12th June, 1960, *Exhibit M.* was to remain in force until the 31st May, 1964. In the said agreement *Exhibit M.2*, under para 6, there was a provision that the bonus for 1964 will be negotiated on the expiry of memorandum of settlement which expires on the 31st May, 1964, that is, *Exhibit W* read with *Exhibit M.2*, and, para 5 therein mentioned that bonus will include all types of bonus including *Puja* bonus, annual bonus, profit-sharing bonus, production bonus, etc.

12-1-1964: *Exhibit W—Exhibit M.1:*

The General Secretary of the Union, W.W.2, on behalf of the Union, served a notice of strike *Exhibit W—M.1* on the company terminating relevant portions of settlement under Section 22(1) of the Act setting out therein their demands (i) for three months' wages as bonus as condition of service, (ii) 5 months' wages as profit sharing bonus, and (iii) all workers who have completed six months' service to be paid full bonus.

8-2-64—*Exhibit N.3:*

The General Secretary of the Union sent a letter *Exhibit W.1* to the Conciliation Officer in connection with the notice of strike over the bonus issue informing him that the strike notice stands and no negotiation has been called for by the management as yet.

8-2-64—*Exhibit N.3:*

The above notice of strike, wherein the demands were made, *Exhibit W—M.1* were taken up by the Company on 8th February, 1964, as will appear from *Exhibit M.3*, by which a meeting was called and the General Secretary was asked to attend it and to dispose of the demands.

28-2-1964—*Exhibit W.4:*

On 28th February, 1964, the Secretary of the Union wrote a letter *Exhibit W—C* to the Conciliation Officer informing him that in deference to his repeated requests the Union had deferred the strike to 12th March, 1964, instead of the 1st March, 1964, as originally mentioned in *Exhibit W.*

29-2-64—*Exhibit M.4:*

On 29th February, 1964, the Superintendent of Mines sent a letter *Exhibit M.4* to the General Secretary of the Union referring to him the earlier two settlements, namely, agreement dated 12th June, 1960, *Exhibit M.* and agreement dated 1st March, 1962, *Exhibit M.2* and pointing out that those two settlements were binding on the Union till the 31st May, 1964, under Section 19(2) of the Act and, therefore, it was not open to the Union to raise a dispute of bonus issue before the 31st May, 1964, as agreed to by both the parties under the above two agreements.

On 3rd March, 1964, the Superintendent of the Company sent a letter to the General Secretary *Exhibit M.5* in reply to the notice of strike, dated 12th January, 1964, *Exhibit W—M.1*, pointing out that the earlier two settlements, dated 12th

3-3-64—*Exhibit M.5:*

June, 1960, Exhibit M and the subsequent settlement, dated 1st March, 1962, Exhibit M.2, both continue in force and bind the parties till 31st May, 1964, and thereafter also they continue in force until three months after notice of termination has been given in writing by the other party and, as such, Section 22(1) of the Act, relied upon by the Union, has no application to the present case as it relates to a Public Utility Service and Section 19 of the Act applies to the case and under Section 23(c) of the Act if workmen go on strike during this period, in which settlement is in operation in respect of any matter covered by the settlement, it would be illegal.

10-3-1964—*Exhibit W.5:*

On 10th March, 1964 the Union sent a letter to the Company *Exhibit W.5* in reply to Exhibit N.5, just referred to above, stating that the Union repudiates the agreement, dated the 1st March, 1962, Exhibit M.2 as vitiated by error and misunderstanding and as such in the eyes of law it never took place. The Union drew pointed attention of the company to the fact that in 1961-62 bonus was paid for 60 days in 1963, when net profit was Rs. 68,70,956 and, therefore, when in 1962-63, the net profit was Rs. 32,71,481, the claim of the Union for bonus for 240 days to be paid in 1964 is justified.

11-3-1964—*Exhibit W.6:*

On 11th March, 1964, the Union sent a letter *Exhibit W.6* in continuation of its earlier notice of strike dated 12th January, 1964 *Exhibit W—M.1* and subsequent letter, dated the 10th March, 1964, *Exhibit W.5*, that as all the negotiations and efforts have failed to bring about a settlement due to the adamant attitude of the Company it is being confirmed that the workers will resort to direct action with effect from the midnight of 12/13 March, 1964.

12-3-1964: (*Exhibit W.8=Exhibit M.12:*)

On 12th March, 1964, the General Secretary sent another letter *Exhibit W.6-M.12* to the Company informing that the action of the Union in resorting to strike on account of bonus issue was legal and justified and, therefore, the offer given by the Union that all workmen should be paid eight months' wages as advance against their bonus by the first week of April, 1964, still stands and the whole issue may be referred for adjudication. *Admittedly there was strike from midnight of 12th March, 1964 to midnight of 13th/14th March, 1964—for one day only.*

13-3-1964: *Exhibit W.10:*

Union informed the company *Exhibit W.10* that the strike is being withdrawn with effect from midnight of 13/14 March, 1964 on the same day, i.e., 13th March, 1964. Thereafter, there was an agreement between the parties and the terms of settlement, signed by both the parties, are *Exhibit W.11*. Out of these terms Items 1 and 2 have been referred to this Tribunal for adjudication, with which alone we are concerned.

13. After setting out above the material facts, as given by the company and not controverted by the Union, rather relied upon by the Union, I now proceed to decide first the preliminary objection raised by the company and contested by the Union.

Preliminary Objection

14. The contention of Sri Ginwala, on behalf of the company, was that as the previous agreement of 12th June, 1960 *Exhibit M*, confirmed by the subsequent agreement, dated 1st March, 1962 *Exhibit M.2*, was still in force, both at the time when the dispute was raised regarding bonus by the Union and also at the time when the present reference was made, the present reference, although under Section 10(2) of the Act, on the joint application of both parties, was bad in law and as such the Tribunal had no jurisdiction to entertain it, much less to decide it. He developed his argument by contending that as consent in law does not confer jurisdiction upon a court if the court has no jurisdiction at all to entertain a matter or to deal with it in spite of the consent of both sides, in the like manner the fact that in the present case both the parties made a joint application and they jointly applied to the Central Government for making a reference of their dispute regarding bonus for adjudication to a Tribunal will not confer jurisdiction on the Tribunal, in that the two agreements were still in force and they had not been terminated as provided for by Section 19 of the Act.

15. In reply, it was contended, on behalf of the workmen, by Sri Sen Gupta that it was not a case of want of jurisdiction or conferring jurisdiction on a Tribunal, in that, under the Act itself industrial Tribunal has got the jurisdiction to decide all the disputes referred to it under the different sub-sections of Section 10 of the Act and, therefore, the fact that both the parties waived their objections to the previous agreements knowing full well that they were still in

force, as now contended by the company, clearly goes to show that the parties could waive their objections and in such a case the question of consent conferring jurisdiction does not apply. It was further contended that the fact that the parties themselves varied to some extent the earlier agreement Exhibit M and confirmed it later by subsequent agreement Exhibit M.2 clearly shows that it was a case where the parties had the jurisdiction and power to waive their objections to the agreements being still in force, which after all were questions of procedure and which did not go to the root of the jurisdiction of the Tribunal and as such this objection should be rejected.

16. It was further contended by Sri Sen Gupta on behalf of the workmen that, as will appear from Exhibit M.4, the bonus was to be paid on the eve of the New Year Day, that is, the 1st Baisak, which would correspond to April 13, or April 14, but according to the binding agreement dated 12th June, 1960, Exhibit M, under Issue No. 3, the question of bonus was to be raised when the company made profit and it will appear from Exhibit M.2, the agreement dated 1st March, 1962, that the year 1961-62 was to be completed on 30th September, 1962, and, on 1st March, 1962 when Exhibit M.2 was agreed upon the year 1960-61 was ending on 30th September, 1961, when there was no profit and, in these circumstances, when both parties agreed, in accordance with Section 10(2) of the Act, to move the Central Government to make a joint reference on 9th April, 1962, it was not open to the company to challenge the present reference, and, therefore, the present reference was perfectly valid.

17. After giving careful consideration to the arguments of both sides, I feel convinced that the objection of Shri Ginwala has no merit.

It is well settled that consent can give jurisdiction when it consists only in waiver of a condition which the law permits to be waived, otherwise, of course, it cannot. Consent, therefore, cannot confer jurisdiction on a Tribunal when it has none whatsoever, that is, when there is inherent want of jurisdiction in it, but where it has undoubtedly jurisdiction to entertain and decide a matter, but the law lays down the procedure by which it can be brought before the Tribunal and in so doing the law imposes certain restrictions on the rights of the parties, which they alone can waive, in such a case, the parties can waive their objections and by consent confer jurisdiction on a Tribunal to decide their industrial disputes which the Tribunal alone has jurisdiction to decide, if the ban is lifted by the parties which they alone can do in law. This is exactly the position here.

The Tribunal alone admittedly has jurisdiction to entertain and adjudicate upon an industrial dispute between an employer and his employees under the Act. In case of agreement, which provides that it shall be binding on both parties till a particular date, Section 19 of the Act lays down that it is open to any party to terminate it before the expiry of the date fixed till when it is in operation, by a notice to the other side in the manner prescribed by Section 19 of the Act. This is obviously law of procedure and it could be waived by the parties and they can by joint consent confer jurisdiction on a Tribunal to adjudicate upon their industrial disputes before the expiry of the agreed date. In such a case, the principle 'consent cannot give jurisdiction' has no application.

18. Admittedly, the first agreement *Exhibit M*, which was arrived at between both the parties, itself provided that it could be terminated before the expiry of the 31st May 1964 by giving notice of termination by either side, in spite of the fact that the time limit had not expired. That clearly indicates that any of the two parties to the agreement could terminate the agreement after notice to the other side as required by Section 19 of the Act. The further fact that both the parties entered into a subsequent agreement *Exhibit M.2*, which modified the earlier agreement *Exhibit M* in some respects and confirmed *Exhibit M* with regard to the issue in question, in that, it again reiterated that the settlement *Exhibit M.2* was to be in substitution for Issue No. 3 in the first settlement *Exhibit M* and was to be in force till 31st May 1964 and thereafter also for 3 months more after the notice of termination was given as provided for by Section 19 of the Act clearly goes to show that both the parties treated the agreement as liable to be varied and altered according to their wishes. Over the top of all these, the fact that both the parties made a joint application before the Central Government and jointly applied for reference of the present industrial dispute to a Tribunal for adjudication and the industrial disputes were referred to this Tribunal for adjudication on their joint application under Section 10(2) of the Act, clearly go to show that the objection now raised by the Company is not open to it at all, in that, it is not a case where the Tribunal has inherent lack of jurisdiction to decide the industrial disputes of this nature; on the other hand, as a matter of fact, under the Act itself the Tribunal has been constituted to decide all industrial disputes,

as defined in the Act and the present disputes are admittedly industrial disputes within the meaning of the Act and as such under the Act the Tribunal has jurisdiction to decide them and it was open to the parties to waive their objections and to make a joint application as provided for by Section 10(2) of the Act to get a joint reference to a Tribunal for adjudication of their disputes.

19. For the reasons given above, I, therefore, hold that there is no merit in the preliminary objection and accordingly, it is over-ruled.

Issue No. 1—

"Are not the workmen (excluding those recruited through Coalfield Recruiting Organisation) of Messrs. Bolani Ores Ltd. entitled to bonus for the year ended on 30th September, 1963? If entitled, to what extent?".

20. As mentioned in the very beginning the demand of the workman was for 8 months' wages as bonus and the case of the Company was that workers were not entitled to any bonus at all. On this question, on behalf of the Union, it was contended, as will appear from the statement of demands mentioned in the order of reference itself, that the demands of the workmen were that (i) three months' wages should be paid to all workers as bonus *as condition of service*, (ii) 5 months' wages to all workers as *profit-sharing bonus*, and (iii) all workers who have completed six months' service should be paid full bonus. Therefore, it was contended, that the workers claim 6 months' wages as bonus, that is, 3 months' wages as bonus as condition of service and 5 months' wages as Profit Sharing bonus and, as such the present reference has to be decided on that footing.

In support of it reliance was placed on behalf of the workmen on Exhibit W. 3, which is Annexure D to para 18 of the written statement dated 20th May 1964 of the Union.

21. In reply, it was contended, on behalf of the company, that what has been referred is *profit-sharing bonus* and, therefore, the question of granting bonus as condition of service is not within the ambit of the reference and as such this Tribunal has no jurisdiction to go into this question. In support of this contention, the company relied on a decision of the Supreme Court in *The New Maneck Chowk Spinning and Weaving Company Limited, Ahmedabad, Vs. The Textile Labour Association, Ahmedabad, 1961* (3) S.C.R. 1=A.J.R. 1961 S.C. 867, in which the majority judgment of the Court was delivered by Wanchoo, J., Subba Rao, J. dissenting.

22. In the just mentioned Supreme Court case, Wanchoo, J., who spoke for the majority of the Court, at page 9, said:

"...there are four types of bonus which have been evolved under the industrial law as laid down by this Court. Firstly, there is what is called a *production bonus or incentive wage* (See *Titaghur Paper Mills V. Its workmen* (1959) Supplement 2 S.C.R. 1012); the second is bonus as an implied term of contract between the parties (See *Messrs. Ispahani Ltd. V. Ispahani Employees' Union*, (1960), 1 S.C.R. 24; the third is customary bonus in connection with some festival, (See *The Graham Trading Co. V. Its workmen* (1960) 1 S.C.R. 107); and, the fourth is profit bonus which was evolved by the L.A.T. in *The Mill Owners' Association, Bombay, V. The Rashtriya Mill Mazdoor Sangh, Bombay*, (1950) 2. L.L.J. 1247, and which has been considered by this Court fully in two cases."

23. In the present case, we are dealing with bonus of the fourth kind, namely, *profit bonus*. The item of dispute which has been referred, on the joint application of both the parties under Section 10(2) of the Act is, whether the workmen are entitled to bonus for the year which ended on the 30th September, 1963, which is equivalent to the period from 1st October 1962 to 30th September 1963. In this Company, according to the customary usage, as mentioned earlier also, the New Year commences on Baisak every year, which is equivalent to April 13 or 14 and the bonus is paid on the eve of New Year's day, that is, in the first week of April of the year concerned. For this reason, in the second agreement dated 1st March 1962, Exhibit M. 2, which is referred to in the strike notice dated 29th February 1964 (Exhibit M. 4) it is mentioned in para 6 of Exhibit M. 2, on the question of payment of bonus, that the bonus for 1962 will be paid in the first week of April 1962; bonus for 1963 will be paid in the first week of April 1963 and the bonus for 1963 in the 1st week of April 1964.

24. Both the agreements, namely, the first dated 12th June 1960 Exhibit M and the second dated 1st March 1962 Exhibit M. 2 provide that these agreements will remain in force until the 31st May, 1964, and further that the bonus for 1964 will

be negotiated on the expiry of the memorandum of settlement, which expires on the 31st May 1964. Relying on these agreements, which have to be read together, it was argued by the Company that these agreements cannot be modified and the Tribunal has no jurisdiction to do so.

25. The agreement in this case is dealing with bonus according to the available surplus, because the basic concept of bonus is that payment of bonus depends on surplus of profits available in the industry concerned calculated according to the Full Bench Formula. The Tribunal has no power to modify an agreement or to extend it and, as such, in the present case the jurisdiction of the Tribunal is limited by its term of reference which is the question of bonus for the year 1964 and, as such, the Tribunal cannot go beyond the terms of reference, and accordingly it has no power to grant what is called *production bonus or incentive wage* as claimed by the workmen. The reference is concerned only with profit-bonus and nothing more.

I, therefore, reject the contention of the Union and hold that the Tribunal, on the present reference, is concerned only with profit-sharing bonus for the period concerned.

26. The Supreme Court in *Muir Mills Co. Ltd., v. Sutti Mills Mazdoor Union*, (1955) 1 S.C.R. 991 pointed out that—

"There are two conditions, which have to be satisfied before a demand for bonus can be justified and they are: (1) when wages fall short of the living standard, and (2) industry makes huge profits part of which are due to the contribution which the workmen make in increasing production. The demand for bonus becomes an industrial claim.... The basis for the claim is that labour and capital both contribute to the earning of the industrial concern and it is fair that labour should derive some benefit, if there is a surplus after meeting prior or necessary charges.... The surplus that remained after meeting the aforesaid prior charges would be available for distribution as bonus."

The above passage was quoted with approval by Wanchoo J., at page 9-10, in the case of the *New Maneck Chowk Spinning and Weaving Co. Ltd.*, (Supra), above-mentioned.

27. At page 11, Wanchoo J., observed:

"The Full Bench formula provided for arriving at the available surplus after meeting prior charges, namely, (i) depreciation, (ii) taxes, (iii) return on paid-up capital, (iv) return on working capital and (v) rehabilitation. The formula further dealt with the claim for bonus on the basis that the relevant year is a self-sufficient unit and appropriate accounts have to be made in respect of the said year. Finally, it was pointed out that it was only after all the prior charges had thus been determined and deducted from the gross profits that the available surplus could be ascertained for payment of bonus, and that when the available surplus had been ascertained, there were three parties entitled to claim shares therein, namely, (i) labour's claim for bonus, (ii) industry's claim for the purpose of expansion and other needs, and (iii) the shareholders' claim for additional return on the capital invested by them; the ratio of distribution would necessarily depend on several factors. It would thus be clear that the essential concept of profit bonus is that there should be an available surplus determined according to the principles laid down in the cases mentioned above for distribution. If there is no such available surplus for distribution, there can be no case for payment of profit bonus. This is the industrial law as laid down by this Court with respect to this kind of Bonus in *Associated Cement Companies' case*," (i.e. 1959, S.C.R. 925).

28. There is no dispute regarding the principle that bonus can be awarded only on the basis of available surplus. The only dispute between the parties is regarding the surplus, if any, that remained after meeting prior charges which could be made available for distribution as bonus. According to the Union the available surplus was Rs. 5,14,449 and according to the company there was no available surplus at all; on the other hand, there was a loss as shown in Exhibit M.37, of Rs. 20,06,049.

Re: Available Surplus, if any:

29. It would be useful to reproduce the charts furnished by both the parties in order to find out what are the disputed figures and what are the disputed facts

and, thereafter, to decide if the objections of the Union regarding the disputed items are valid.

Exhibit M.37:

30. Exhibit M.37 dated 16th April 1965 is the calculation of available surplus in the year ended 30th September 1963 filed by the company. It is as follows:

"Calculations of available surplus in year ended 30-9-1965

	Rs.	Rs.
Profit as per Accounts	32,71,481	
<i>Add back</i> depreciation charged	<u>15,41,907</u>	
	48,13,388	
<i>Deduct</i> excess provision of previous year	<u>7,22,364</u>	
	40,91,024	
<i>ADD</i> : Adjustment in respect of previous years	<u>98,956</u>	
	41,89,980	
<i>Deduct</i> : National normal depreciation	<u>15,41,907</u>	
	26,48,073	
<i>Deacute</i> for Income Tax	26,48,073	
Development Rebate	<u>10,37,072</u>	
at 50 per cent	<u>16,11,001</u>	
	8,05,500	8,05,500
		18,42,573
Interest at 8.5% on paid up capital	<u>8,50,000</u>	
Rehabilitation claim as per Annexure 'A' i.e. Ext. H. 37(a)	<u>9,92,573</u>	
	29,98,622	
<i>Balance Deficit</i>	<u>20,06,049</u>	

Union's Chart:

31. The Union in course of the argument, after serving a copy on the other side, filed a calculation of available surplus for the year 1962-63 which is reproduced in extenso as below:

"Calculation of available surplus for the year 1962-63

	Rs.	
Gross Profit	50,87,344	as Ext. W 15 Interest at p. 12 of
<i>Add back</i>	<u>5,59,819</u>	evidence of W.W.R.
	56,47,163	
<i>Less</i> Normal dept. (as claimed by the Company assumed but not admitted as not proved).	<u>15,41,907</u>	
	41,05,256	
<i>Less</i> Income Tax on taxable income of Rs. 30,68,184 at 50% as claimed, Rs. 56,47,163 Total Dep. Rs. 25,78,979 including Dev. Rebate.	<u>15,34,092</u>	
	25,71,164	
Interest on Capital at 6 per cent	<u>6,00,000</u>	
	19,71,164	

Rehabilitation claimed by the company as in the Annexure 'A' [Ext. M. 37(a)] which is not proved nor admitted, the amount shown to be Rs. 29,98,622 and already Rs. 15 lakhs 41 thousand and 907 is provided hence Rs. 14,56,715 is to be deducted as this is particularly important as 1960-61 dep. has not been taken.

14,56,715 (Available surplus leaving the worst of the thing)
5,14,449

Rs. 62,500 being one month's basic wages as in Ext. W. 15, 5 months' basic wages as bonus amounts to Rs. 3,12,500 thus :

Available surplus	Rs.	5,14,449
Less five month's bonus		3,12,500
		2,01,949
Less 50% of Bonus paid being the I.T. refund the amount in the hand		1,56,500
		3,58,199

Payment of 5 months' bonus to the company.

II. Since the life of the machines and multiplier to the original price of the assets for the purpose of rehabilitation calculation have not been proved for arriving at the conclusions sought to be made by the company and in no case the S.C. has allowed more than the original price in a span of 5 years nothing more than the normal depreciation should be provided even if the life is taken to the double on the multiplier as 50 per cent less than the rehabilitation calculation will be reduced to half i.e. Rs. 14 lakhs, odd thousand rupees. Hence nothing will be necessary for rehabilitation as more than that is already provided by way of depreciation so the available surplus will be Rs. 14,56,715 more than calculated."

32. I may mention that the company filed another calculation of available surplus prepared and approved by Sri R. L. Arora, M.W. 4, but the company did not reply on it. The Company relied on Exhibit M.37 which has been referred to before. The Union, however, strongly relied on Exhibit M.6 and submitted that both the calculations of the Company Exhibit M.6 and Exhibit M.37 have been proved by the Company's witness Sri Arora M.W. 4 but both cannot be correct as the figures are different. The Union, therefore, has pointed out the points of difference between the figures in Exhibit M.6 and Exhibit M.37 in support of its argument that the company manipulated to show no available surplus. It is necessary, therefore, before stating the points of difference pointed out by the Union, that Exhibit M.6 should be reproduced in extenso.

Exhibit M.6:

33. Exhibit M.6, prepared by Sri R. L. Arora, M.W. 4, is as below:

“ Calculation of available surplus

In accordance with the formula laid down by the Supreme Court in *Assam Oil Cc v. Cess (Reference L.L.J. Vol. I 1958 page 770)*.

	Rs.	Rs.
Gross Profit	48,30,90	
Less Prior charges and depreciation etc.	15,59,428	32,71,481
Deduct Liability for cess for previous year		7,22,364
		25,49,117
ADD Donation to National Defence Fund.		50,000
		25,49,117
DEDUCT Income Tax at 50% Development Rebate	12,99,558	23,36,630
	10,37,072	
		2,62,483

	Rs.	Rs.
Deduct Interest at 6% on capital of 1,00,00,000/-	6,00,000	
Interest at 6% on working capital of Rs. 28,75,480/-	1,72,528	7,72,528
Deficit		5,10,045
Add Rehabilitation charge as per Annexure I.	33,77,567	
Less Development rebate already shown above	10,37,072	23,40,495
<i>Net deficit as on 30-9-1963</i>		<u>28,50,540</u>

34. On reading Exhibit M.6 along with Exhibit M.37 the two calculations supplied by the Company, it will appear that the points of difference pointed out by the Union are correct and borne out by them. The points of difference are these:

- (1) Exhibit M.6 shows Rs. 50,000 as Donation to National Defence Fund, but Exhibit M.37 does not show this;
- (2) Exhibit M.6 shows the Gross Profit of Rs. 48,30,909, but Exhibit M.37 shows Gross Profit of Rs. 48,13,388;
- (3) Exhibit M.6 shows Income Tax at 50 per cent to be Rs. 12,99,558 but in Exhibit M.37 the Income Tax shown is Rs. 26,48,073;
- (4) Exhibit M.6 shows working capital of Rs. 28,75,480, but Exhibit M.37 shows nothing;
- (5) Exhibit M.6 shows rehabilitation charge of Rs. 33,77,567, but Exhibit M.37 shows rehabilitation charge of Rs. 29,98,622;
- (6) Exhibit M.6 shows interest on capital of Rs. 10,00,000 at 6 per cent at six lakhs, but in Exhibit M.37 the interest on paid up capital is claimed at 8.5 per cent. which comes to Rs. 8,50,000;
- (7) Exhibit M.6 shows a net deficit as on 30th September 1963, of Rs. 28,50,540, but the balance deficit shown in Exhibit M.37 is Rs. 20,06,049.

N.B.—It may be mentioned that both Exhibits M.6 and M.37 show development rebate to be Rs. 10,37,072, in which respect both agree.

35. On the above criticisms of the Union, which are borne out by Exhibits M.6 and M.37, there was no justification why the company should not rely on Exhibit M.6 but why it should rely on Exhibit M.37, particularly when the company chose to file Exhibit M.6 and get it proved by its witness M.W.4, who has not said that it is incorrect.

Exhibit M.9:

36. Exhibit M.9 is the Statement of Accounts and Balance Sheet and Profit and Loss Account for the year ended 30th September 1963 of this company. From page 3 of Exhibit M.9 it will appear, as will also appear from page 12 of the Profit and Loss Account, that the company had a profit of Rs. 32,71,481 in 1962-63, as against Rs. 6,87,956 in 1962-63, as will appear from the left hand side at page 12 of Exhibit M.9. The company has claimed Rs. 2,98,622 as rehabilitation claim. The details of which are given in Annexure A, which has been marked separately as Exhibit M.37(a). The Union seriously contested the rehabilitation claim of the company and submitted that it has not been established although onus was on the company and, therefore, it should be completely disallowed.

37. It would be useful to quote *in extenso* the amount of profit as given in para 30 of the written statement of the Union at page 6. In para 30 it is stated that even on the published Profit and Loss Account of the Company for the financial year 1962-63 the amount of profit appears to be Rs. 66,74,344 and it would be much higher on an inspection of the company's accounts by reference to the aforesaid records:

	Rs.
“ Profit shown in the accounts	32 71 481
Add adjustment in respect of previous years	98,956
Depreciation	15,41,907
Donation to National Defence Fund	50,000
Miscellaneous expenditure (increase over the previous year)	2,35,000

	Rs.
Bonus paid for the previous year	1,25,000
Repair and maintenance to Plant and Machinery (increase over the previous year)	7,29,000
Repairs and Maintenance to Buildings (increase over the previous year)	64,000
Interest (for loan incurred to meet the expenditure of capital nature)	5,59,000

I may mention that the following three figures given by the Union in the above account are not challenged by the Company :

	Rs.
Add adjustment in respect of previous years	98,956
Depreciation	15,41,907
Donation to National Defence Fund	50,000

The rest however are challenged by the company very seriously.

38. I will now, take the disputed items one by one.

(i) *Interest on Paid Up Capital:*

The company has claimed interest at 8.5 per cent on the paid up capital of Rs. 10,00,000 and the amount of interest thereon comes to Rs. 8,50,000. In Exhibit M.6, however, the company has claimed interest at 6 per cent per annum on the above paid up capital. The union contended that interest should not be allowed at more than 6 per cent and, therefore, it should be reduced to 6 per cent, in view of the trend of the decisions of the Supreme Court.

On the question of interest, it was contended, on behalf of the company, that all the cases of the Supreme Court giving 6 per cent interest are cases which are prior to the amendment of the Income Tax Act, 1959, and, therefore, those cases have no application to the present case.

I do not think that it is a valid ground for allowing interest at 8.5 per cent as claimed by the company when the company itself claimed in Exhibit M.6 interest at 6 per cent per annum.

I, therefore, hold that the company is entitled to interest on return of paid up capital at 6 per cent per annum only.

On this account Rs. 2,50,000 will be deducted from the calculation of the available surplus given by the company in Exhibit M.37 and if that is done, then the net balance deficit on the figures given in Exhibit M.37 would be after deduction Rs. 17,56,049.

(ii) *Exhibit M. 9—P12 To interest—Rs. 5,59,819 P14. Fixed Assets—Rs. 63,34,215*

At page 12 of the Profit and Loss Account for the year ended 30th September 1963, Exhibit M.9, towards the right hand side Rs. 5,59,819 is shown as interest and as against this towards the left hand side for the year ended 30th September 1962 Rs. 5,07,939 is shown as interest.

At page 14 of Exhibit M.9, a total sum of Rs. 63,34,215 (as Fixed Assets), is shown as having been spent for additions during the year ended 30th September 1963 over the different items shown at page 14 which are mentioned also in Exhibit M.37(a).

Regarding Interest (p. 12)

The contention of the Union was, first, that this sum of Rs. 5,59,819, shown as interest in 1963, was of capital nature, and, secondly, that it was interest on capital invested in the year ending September 1963. Reply of the company was that in 1962 also the interest was Rs. 75,07,939, and, therefore, this shows that extra capital investment was made in 1963, which had nothing to do with the capital. It was further argued by the company, that assuming that this interest was on capital, that does not mean that interest is capital expenditure, because capital expenses were spent for earning profit, in that, if there would be no assets there would be no profit and to earn those profits those assets were necessary and, therefore, the investment was necessary.

Regarding Fixed Assets (p. 14), it was contended on behalf of the Union that if Rs. 63,34,215 was spent for purchasing assets, as shown at page 14 of Exhibit M.9, and also in Exhibit M.37(a), and these machines were installed, but it is not known when they were installed and whether they came into production. It was further contended that if these expenses had to be incurred, then only the question of

interest thereon would arise. The company, therefore, it was argued by the Union, has not shown that the interest of Rs. 5,59,819 shown at page 12 of Exhibit M. 9 was for this amount of loan of Rs. 63,34,215.

It may be mentioned that in para 30 of its written statement, the Union has shown interest for loan incurred to meet the expenditure of capital nature at Rs. 5,59,000/-, and, interest is to be found even in Exhibit M. 9, at page 12, but the figure is a little higher. But this item shown in Para 30 of the Union's written statement was not admitted by the Company to be correct as it was loss.

It is true that an actual payment of interest is immaterial, and if there is nothing to show that the loans themselves were fictitious or unnecessary, the liability for payment of interest having been incurred by the concern such interest must be deducted from the profits made by the concern in arriving at the proper Gross Profit for the year, even though the concern might not have discharged its liability to pay interest to the lenders. It is also true that the connection between the loan and the interest thereon must be established by the concern, otherwise, how can it be said that the interest was on which loan, if the loan has not been established. This essential link has to be established.

At pages 12-13 is the audited Profit and Loss Account for the year ended the 30th September, 1963, and it shows a Gross Profit of Rs. 48,30,909 as mentioned by the Company also in Exhibit M. 6, but no gross profit is shown in Exhibit M. 37, which shows only the Profit of Rs. 32,71,481, as shown at page 12 of Exhibit M. 9.

In this connection, the observation of Wanchoo J, who spoke for the majority of the Court, in *Associated Cement Companies Limited's case*, (supra), (1959) I.L.L.J. 644, at page 663, may appropriately be read here:

"It would likewise be open to the parties to claim the exclusion of items either on the credit or on the debit side on the ground that the impugned items are wholly extraneous and entirely unrelated to the trading profits of the year. In considering such a plea the tribunal must resist the temptation of dissenting the balance sheet too minutely or of attempting to reconstruct it in any manner. It is only in glaring cases where the impugned item may be patently and obviously extraneous that a plea for its exclusion should be entertained. Where the employer makes profits in the course of carrying on his trade or business, it would be unreasonable to inquire whether each one of the items of the said profit is related to the contribution made by labour. In such matters the tribunal must take an overall, practical and commonsense view. Thus it may be stated that as a rule the gross profits appearing at the face of the statement of the profit and loss account should be taken as the basic figure while working out the formula."

In the instant case, the union has not made out any substantial and convincing ground for disallowing interest claimed by the Company at page 12 of Exhibit M. 9. On vague grounds I cannot possibly, allow the objection of the Union.

It may be mentioned that no attempt was made before the Tribunal to challenge any other particular entry in the Balance Sheet and Profit and Loss Account as having been made *mala fide* to reduce the amount of gross profits. It is only on compelling evidence that a purported expenditure was shown and made with the object of minimising profits to deprive workmen of their bonus that the Tribunal could disallow it.

In these circumstances, this amount of Rs. 5,59,819/- shown as "To interest", at page 12 of Exhibit M. 9 in the Profit and Loss Account, must stand.

(iii) Exhibit M. 9 (p. 12): Depreciation:

At page 12 of Exhibit M. 9 and in Exhibit M. 37, the depreciation shown is Rs. 13,41,907 in 1963. M.W. 4 stated in his evidence that the calculation was made according to the Income Tax Act, but the company did not produce any document to show how it was actually done, in spite of the notices Exhibits W. 14 and W. 15 given by the Union to the Company to prove depreciation. In Exhibit M. 37 this amount is shown as Notional Normal Depreciation. In view of the fact, however, that this amount of depreciation, mentioned in Exhibit M. 37, is also mentioned in Para 30 of the written statement of the Union, this amount of depreciation may be taken as admitted.

(iv) Income Tax:

In Exhibit M. 37 a sum of Rs. 26,48,073 has been deducted on account of Income Tax. Income Tax on Profits is the second prior charge. The amount determined

under this item would not represent the actual tax which the Income Tax Department will recover from the employer. In that sense it would always be a notional amount, but in calculating even this notional amount it would be unfair and unjust to ignore concessions allowed to the employer by Section 10(2) (vi) of the Income Tax Act. This method of calculating Income Tax would thus be fair to both the parties: [Vide (i) *Associated Cement Companies, Ltd. V. Its Workmen* 1959 S.C.R. 925 (1959) I. L.L.J. 644; and, (ii) *Sri Mospekabi Mills Ltd. V. Their workmen*, (1958) S.C.R. 878-(1958) I. L.L.J. 239]:

The Company, in Exhibit M.37, accordingly, has shown as below:

	Rs.
<i>Deduct for Income Tax</i>	26,48,073
<i>Development Rebate</i>	<u>10,37,072</u>
	16,11,001
<i>At 50 per cent of</i>	8,05,500

This sum of Rs. 8,05,500 has then been deducted from Rs. 26,48,073 and the balance of Rs. 18,42,573 has been shown.

The Union, in its chart filed at the time of argument, on this question, has shown the figures as below:

	Rs.
<i>Less Income Tax on</i>	
<i>Taxable income of Rs. 30,68,184 at 50%</i>	15,34,092
<i>As claimed (Rs. 56,47,163 total depreciation Rs. 25,78,979) including development rebate</i>	<u>25,71,164</u>
	41,11,256

The Union in Para 30 of its written statement or anywhere also has not said anything on this question of income tax.

The Union, therefore, has not shown anything as to why the figures given by the company should not be accepted.

I, therefore, accept the figures, as given in Exhibit M.37 by the Company, on the question of deduction on account of Income Tax.

(v) *Bonus Paid in previous years:*

In the calculation given in Para 30 of its written statement and reproduced above in Para 37 of this Award, the Union has added Rs. 1,25,000, the amount of bonus admittedly paid by the Company to the concerned workers in the previous years under Gross Profit.

The company objected to this inclusion and submitted that as this bonus was paid under an agreement it cannot be added under gross profit. The Union, however, in reply, contended that it should be added, as it relates to the preceding year and it cannot be charged to the account of 1962-63, with which we are concerned.

At page 10 of Exhibit M. 9 under 'Salaries', Wages and Bonus a sum of Rs. 27,85,274 is mentioned on the right hand side and this amount of Rs. 1,25,000 paid as bonus is admittedly included therein.

The company referred to the agreement dated the 1st March 1962, Exhibit M. 2, which is mentioned in the strike notice, Exhibit M. 4, wherein it is mentioned that bonus for 1962 will be paid at the rate of 55 days' basic wages on the 1st week of April, 1962; and bonus for 1963 at the rate of 60 days' basic wages will be paid on the first week of April 1963.

It is true that the Bonus for 1962 and 1963 was paid under an agreement, as will appear from Exhibits M. 2 and M. 4, irrespective of profits. Here, however, the question of bonus being payable, irrespective of loss, as a term, express or implied, in the condition of service of the workmen, does not arise for decision. Here, the only question is, whether the payment of bonus in the previous years should be added under Gross Profit as contended by the Union.

It is well settled that bonus is a item of expenditure. Bonus is a payment which the workmen may claim as of right provided there has been sufficient prosperity in any trading year. If that right has been as given, and it cannot now be doubted in view of its affirmation by the Supreme Court [See, for instance, *Muir Mills Co. Ltd. V. Suti Mills Mazdoor Union, Kanpur*, (1955) 1, S.C.R. 991= (1955) 1 L.L.J. 1], then it follows that any payment in implementation of that right must be regarded, in any event, as one of the other expenses admissible under the Law for the time being in force in the assessment of Income Tax and arising from and ancillary or incidental to the business. Bonus is cash payment made to employees in addition to wages. It cannot any longer be regarded as an *ex-gratia* payment. Bonus can, therefore, be claimed as a matter of right provided, of course, by application of the Full Bench Formula it is shown that for the relevant year the employer had sufficient available surplus in hand. A claim for bonus, therefore, if allowed, would add to the remuneration payable to the workmen.

To ascertain Gross Profits the question as to what are permissible deductions or permissible expenses becomes very relevant. The Labour Appellate Tribunal, therefore, in *Beardaoll and Co. Ltd. V. Their Workmen*, (1956), I. L.L.J. 58, held that for the purpose of calculating the bonus according to the Full Bench Formula, the full amount of bonus paid by the company to its officers, that is, managerial staff, should be added back to the Gross Profits.

Likewise, it has been held in *Muir Mills Co. Ltd. Kanpur. V. Its Workmen*, (1955) 2 L.L.J. 29, that if a company pays bonus voluntarily, then it is a legitimate expenditure which can be shown in the Profit and Loss Account for the year in question.

Neither the Union nor the Company cited before the Tribunal any authority in support of its respective contentions. It is, however, well settled that anything not attributable to the Profits made in the year in question is extraneous to ascertainment of surplus [See *Indian Hume Pipe Co. Ltd. V. Their Workmen*, (1959) 2 S.C.R. 948= (1959) 2 L.L.J. 357]. Neither the profits of the past years can be added to the profit, nor can the losses of the past years be set off against the profits of that particular year. On the same principle, unabsorbed depreciation and losses incurred during the prior years cannot be set off. Similarly, balance of profits carried over from the previous year should be excluded.

In view of these considerations, and in the absence of any assistance from any side, I hold that in calculating the surplus profits available the amount paid as bonus in the previous years should be excluded. [Vide *Mill Owners' Association, Bombay V. Rashtriya Mill Mazdoor Sangh* (1955) 1 L.L.J. 430 and *T. Tellury and Sons Limited V. V. D. N. Sahi*, 1953 L.A.C. 167]. The contention of the Union that it should be added to Gross Profit is rejected.

(vi) Rehabilitation: Exhibits M. 37 and M. 6:

Exhibit M. 37 will show that a sum of Rs. 29,98,622 has been claimed as rehabilitation, by the company, which entirely swallows the profit and shows a deficit of Rs. 20,06,049. Likewise, Exhibit M. 6 also shows the rehabilitation charge to be Rs. 83,77,567, which after deducting development rebate of Rs. 10,37,072, comes to Rs. 23,40,495, and it also completely wipes out the profit, leaving a deficit of Rs. 26,50,540/-.

If this rehabilitation claim of Rs. 29,98,622, as claimed by the company and as shown in Exhibit M. 37, is allowed and accepted to be correct, then it is obvious that the company made no profit, as alleged by it, and, therefore, the question of available surplus will not arise.

The Union, however, very seriously objected to this claim being allowed even in part.

In this connection, the Supreme Court decision in *The New Maneck Chowk Spinning and Weaving Co. Ltd. Ahmedabad Vs. The Textile Labour Association, Ahmedabad*, (*supra*) (1961) 3 S.C.R. 1, is very appropriate. Wanchoo, J. speaking for the majority of the Court, at page 10, said:

"The workmen contended in that case (i.e. *Associated Cement Companies' Case*, (1959) 1 S.C.R. 925) that the formula required revision as the employers were becoming increasingly more rehabilitation conscious and their appetite for the provision for rehabilitation was fast growing with the result that in most cases, after allowing for rehabilitation, there was no surplus left for the purposes of bonus and the main object of the formula was thus frustrated."

In support of its claim for rehabilitation, the company relied on Exhibit M. 37 read with Exhibit M. 37(a) to M. 37(d).

Exhibit M. 37 is Calculation of Available Surplus in Year ended 30th March, 1965, in which at the bottom the rehabilitation claim mentioned is Rs. 29,98,622, as per Annexure A, which has been marked separately as Exhibit M. 37(a); *Exhibit M. 37(a), i.e., Annexure 'A'*, is Statement of Rehabilitation claim for the year ended 30th September, 1963, giving description of assets, which are 17 in number, their original cost, their estimated life, their depreciation, their increase in prices, and total rehabilitation claim for 1962-63 in respect of each of these 17 items; *Exhibit M. 37(b), i.e., Annexure B*, gives the description of equipments, which are 14 in number, including buildings, Workers' Quarters, motor cars, etc., their original purchase price, rate of rise in price per annum, amount of price increased in 1962-63 and their estimated life; *Exhibit M. 37(c), i.e., Annexure C*, is Statement indicating rise in prices of equipments and other assets in respect of 22 items of equipments giving their previous purchase price, with the year in which they were purchased, their present purchase price with the year of purchase, quotations reference, total percentage rise in prices and the rate of rise in prices per annum, and *Exhibit M. 37(d), i.e., Annexure D*, is List of equipments, which are 21 in number, for which quotations were not available.

Exhibit M. 37 to Exhibit M. 37(d) were proved by M.W. 4, Sri Ratan Lal Arora, Works Accountant of the Company and in support of them, M.W. 5, Sri R. Sondhi, a Senior Assistant of the Company, directly responsible to the Board of Directors for the affairs of the Company, was also examined, because he was in charge of calling for quotations, negotiating with the suppliers and applying for import licences and placing orders.

With regard to *Building and Workers' Quarters*, which are mentioned in Exhibit M. 37(b) and which are also mentioned as Items 2 and 3 in Exhibit M. 37(a), M.W. 4 was examined. Exhibit M. 37(a) and Exhibit M. 37(b), regarding Buildings and Workers' Quarters, are based on Exhibit M. 30, which is a report dated 9th April, 1965 from Chose-Bose and Associates to this Company regarding conditions of existing quarters at Bolani and on *Exhibit M. 31*, which is a report on nine types of existing quarters and of the mine and their conditions. Exhibits M. 30 and M. 31 were proved by Shri H. S. Das, W.W. 2, an Engineer of Messrs. Chose-Bose and Associates, whose opinions are recorded in those exhibits.

The company also relied on *Exhibit M. 32*, Essentiality Certificate, issued by the Central Government in the Ministry of Steel, Mines and Heavy Engineering on 28th March, 1964 to the Company in respect of one No. Ingersoil Rand and 24 Noz. 6" Bits for the above drill, of the total value of Rs. 4,66,440. No such Essentiality Certificate was produced in respect of the other items. The company also relied on *Exhibit M. 33* dated the 3rd March, 1964 for the Import Licence Application for No. Ingersoil-Rand and spare parts covered by *Exhibit M.32*.

The company further relied on *Exhibit M. 34*, which is a report by M.W. 3, Shri J. R. Sareen, a Mechanical Engineer of the company, who gave a certificate on the 1st May, 1964, regarding drill Master No. 1, to the effect that these machines have now exhausted their useful life and, therefore, the company should order another Drilling Master to satisfy the drilling requirements of the mine.

Relying on the above documents, and on the evidence of the above witnesses, it was contended by the Company that the rehabilitation claim on account of plants and machinery and buildings was justified and should be allowed in toto.

The Union, however, strongly objected to the above claims for rehabilitation on several grounds. It was contended that in order to defeat the claim of the workers for bonus the company claimed a huge amount as rehabilitation claim in order to show that no available surplus was left so as to entitle the workmen to any bonus. It was further contended that M.W. 4 admitted in his cross examination that he had not brought the original bills and vouchers, which could give the details of the purchase, as per original purchase price and, therefore, it was argued that the age and cost of the purchase is not known. Likewise, it was argued that the life of machines was also not known in as much as there was no reliable proof of workable age of machines, for arriving at the correct figure. It was further said that Column 7 giving the estimated life of the assets in Exhibit M. 37 (a) will decrease, if Column 9 is added; but, it was argued if the period of life would have been more in Column 7 of Exhibit M. 37(a), then rehabilitation in column 10 would have been less, because, if the price is less, then Columns 9 and 10 would be less. It was further contended that reliance was placed by the company on *Exhibit M. 36—Fundamentals of Earthmoving*—regarding Item No. 8, Earthmoving Equipment, mentioned in *Exhibit M. 37(a)*, but, *Exhibit M. 36*, at

page 52, bottom, gives Depreciation Table and mentions therein that excellent conditions are 6 years, average conditions are 5 years and severe conditions are 4 years, but, the company however, has mentioned 5 years as estimated life of this machine which is Item No. 8 in Exhibit M. 37(a).

It was further argued, on behalf of the workmen, that there was no document worth the name regarding the other items mentioned in Exhibit M. 37(a) and, therefore, there is no reliable evidence to support the estimated life of the assets mentioned in Exhibit M. 37(a) and, as such, the estimated life given in Exhibit M. 37(a) should be rejected for want of appropriate and relevant evidence.

With regard to Exhibit M. 37(b), which gives rates and prices, it was contended, relying on the evidence of M.W. 5, Sri R. Sondhi, who was in charge of asking for quotations, negotiating with the suppliers, applying for import licences and placing orders, that he admitted, at page 6, in his cross-examination, that there was no negotiations with the parties concerned after receiving their quotations as yet and, therefore, it was contended, that prices mentioned in Exhibit M. 37(b) could not be taken as correct and as such the Tribunal is left only in the stage of speculation.

It was further contended that to defeat the claim of workers for bonus, the company has mentioned prices which were highest and as admitted by M.W. 5 original documents to show standardisation of machines, similar to those mentioned in Exhibit M. 37(a) and (b) were not produced before the Tribunal.

It was also contended that all quotations were asked for mostly from Foreign Companies, as will appear from Exhibits M. 15, M. 18 and M. 19, and what was the lowest quotation, if any, has not been shown or produced before the Tribunal. If those equipments, which M.W. 5 mentions are not manufactured in India are really not manufactured in India, their documents, so ran the argument, should have been produced, but they were not produced before the Tribunal. Moreover, there is no Essentiality Certificate for import of those equipments or import licences either. Therefore, for these reasons, it was contended that the company acted *malafide* in increasing the claim for rehabilitation and as such columns 7 and 9 in Exhibit M. 37(a) should be rejected and as a result column 10 of Exhibit M. 37(a) goes and, accordingly, Exhibit M. 37 goes entirely.

Sri Sen Gupta, therefore, strongly urged that the company's rehabilitation claim should be disallowed in toto, and, if it is done, it was urged, it would be obvious that large profit was available. In support of this argument, it was contended that, as will appear from Exhibit M. 9, the net profit in 1961-62 was Rs. 6,87,856 and then bonus was paid for 60 days, but in 1962-63 the net profit was Rs. 32,71,481, and, therefore, the profit being five times bonus should be paid for 300 days which would be equivalent to 10 months' wages, but the Union has claimed only 8 months' wages as bonus though with the increase in profits dividend and depreciation and rehabilitation will remain in tact. For these reasons, it was contended that the claim of the Union should be allowed.

A Special Bench of the Supreme Court in Associated Cement Companies, Limited v. Their Workmen (1959) I.L.L.J. 644, re-examined the available surplus formula and re-enunciated the entire law relating to rehabilitation reserve.

The claim for rehabilitation is confined to rehabilitation, replacement and modernisation. Expansion of the plant and machinery is not included in this item; but in several cases it is not easy to distinguish between modernisation of the plant and machinery and its expansion. A claim for rehabilitation for buildings has also to be treated as a prior charge just like the claim for the rehabilitation of plant and machinery.

The item of rehabilitation poses a very difficult problem.

In this connection, the observation of Gajendragadkar J. as he then was, who spoke for the Court, at pages 670-671, in the just mentioned case, may appropriately be read here:

"The main difficulty in deciding questions about rehabilitation arises from the fact that satisfactory evidence is not always placed before the tribunals and it is urged that the evidence given by the employers' experts is interested and the workmen with their limited resources are not able to test the said evidence by adequate or effective cross-examination. In such a case it would be open to the tribunal, if it so desires, to secure the assistance of assessors under S. 38 of the Industrial Disputes Act. It is therefore necessary that the Tribunal should require the employer to give clear and satisfactory evidence about all the relevant facts on which it can make the requisite

estimate. The question which the tribunal has to consider under this item are essentially questions of fact and its final decision on them is bound to be hypothetical, since it would be based on a fair evaluation of several circumstances which are by no means certain and which cannot be predicated with any amount of precision or even definiteness. That is why it is of the utmost importance that all relevant and material evidence should be adduced by the employer and it should be properly tested by cross-examination. When that is done, the tribunal must do its best to consider the said evidence objectively and reach its final decision in a judicial manner.”

Later, at page 671, His Lordship further observed:

“Logically, it is only after all the prior charges have been determined and deducted from the gross profits that available surplus can be ascertained; and it is only after the available surplus is ascertained that the question of awarding bonus can be considered.”

The onus of proof is always on the employer to prove his claim for rehabilitation. He has to prove the price of the plant and machinery, its age, the period during which it requires replacement, the cost of replacement, the amount standing in the depreciation and reserve fund, and to what extent the funds at his disposal would meet the cost of replacement. If the employer fails to lead satisfactory evidence on these points, there are cases in which the claim for rehabilitation has been totally rejected.

It is, therefore, very necessary that the employer should give clear, reliable and satisfactory evidence about the relevant facts on which the Tribunal can make the requisite estimate. Mere filing of Balance Sheets is of no assistance to the employer in discharging his burden of proof. It is well settled that the working of the available surplus formula begins with figure of gross profits taken from the profit and loss account which are arrived at after payment of wages and dearness allowance to the employees and other items of expenditure. As held by the Supreme Court in A.C.C's case (*supra*)—

“As general rule, the amount of gross profits thus ascertained is accepted without submitting the statement of the profit and loss account to a close scrutiny. If, however, it appears that entries have been made on the debit side deliberately and *mala fide* to reduce the amount of gross profits, it would be open to the tribunal to examine the question and if it is satisfied that the impugned entries have been made *mala fide*, it may disallow them.”

The importance of this question in the context of fixing the amount required for rehabilitation cannot be over estimated. The item of rehabilitation is generally a major item that enters into the calculations for the purpose of ascertaining the surplus and, therefore, the amount of bonus. So there would be a tendency on the part of the employer to inflate this figure and of the employees to deflate it. The accounts of the company are prepared by the management. The Balance Sheets and Profits and Loss Account are also prepared by the company's officers. Labour is not concerned in it. When so much depends on this item, the principles of equity and justice demand that the Tribunal should insist upon a clear proof of the same and also give a real and adequate opportunity to the labour to canvass the correctness of the particulars furnished by the employers. The Supreme Court has most recently on April 15, 1965, in *Britannia Engineering Co. Ltd. vs. Their Workmen*, 1965 S.C.N. 183, has again reiterated that the Balance Sheet and Profit and Loss Account is certified and must be presumed to be correct unless they are challenged and demonstrated to be wrong. Ordinarily, therefore, the Balance Sheet and the Profit and Loss Account are accepted as correct and more when no objection is raised and no enquiry is made.

Bearing in mind, therefore, these principles and the aforesaid decisions of the Supreme Court, let us now examine how far the claim for rehabilitation of the company has been established, and how far the objection of the Union can be sustained.

Unfortunately in this case the original documents on the basis of which Exhibits M, 37(a) to Exhibit M, 37(c) have been prepared, have not been produced by the company. It was contended by the Company that it was not asked by the Union to produce them and, therefore, they were not produced. In my opinion, this is not a legal objection, because the onus being on the company it was the company to decide how it could discharge its onus and in that matter the union could not possibly assist the company or anticipate what documents would assist the company. This serious *lacuna* in the evidence of the company very much detracts

from the weight to be attached to Exhibits M. 37(a) to M. 37(c) and the oral evidence produced by the company in support of its rehabilitation claim. The objections, which have been raised by the Union to Exhibits M. 37(a) to M. 37(c) and which have been stated earlier, in my opinion, are very valid objections and ought to be accepted. It is really very surprising why after asking for quotations, no negotiation asking for reduction of prices was made and why no evidence was adduced to show what were the lowest quotations, if any, and why there were no documents to show that the plants and machineries for which highest prices are quoted were not available in India, as said by M.W. 5. *Regarding the life of the plants and machineries, except regarding item No. 8, for which Exhibit M. 36 was filed, no document has been filed to prove the life, etc. of the other items mentioned in Exhibit M. 37(a).* In these circumstances, I am not prepared to accept the rehabilitation claim of the company in toto.

The next question is, should I accept any part of it and if so, what part and on what basis? There is no doubt that if I reduce the rehabilitation claim that would be purely guess work, because there is no reliable and satisfactory evidence on which I could act. In these circumstances, in the absence of any reliable and satisfactory evidence on behalf of the company, as required by the Supreme Court, the rehabilitation cost of Rs. 29,98,622 must be reduced.

But because in order to increase production, replacement or modernisation or rehabilitation may be necessary, certain amount of rehabilitation in all fairness should be allowed. The determination of this problem is bound to be based on guess, and upon several uncertain factors. The estimate about the probable life of the plant and machinery is itself to some extent a matter of guess work and any anticipation, however, intelligently made, about the probable trend of prices during this intervening period would be nothing but guess. The probable cost of replacement of plant and machinery when such would become due, would inevitably depend upon several uncertain factors. The difficulty of the Tribunal, in the instant case, is more enhanced because the Company, in spite of knowing the principles laid down by the Supreme Court in A.C.C.'s case (supra) and knowing full well that the onus was on the employer, the best evidence which could satisfy the conscience of the Tribunal and meet the criticisms of the Union has not been produced.

The Union, in its chart filed at the time of argument, which has been reproduced in Para 37 above, has said that as 1960-61 depreciation has not been taken, Rs. 14,56,715 should be deducted which means practically that the rehabilitation cost should be reduced to half.

Exhibit W. 15

39. I forgot to mention that the Union has filed another chart of available surplus, which is Exhibit W. 15, and, therefore, it would be useful to reproduce it also *in extenso*:

"With the comments as in chart I without admitting any claim of Prior charge of the Company without strict proof and yet assuming the figures in company's statement in Para 30 and in their *Profit and Loss* account avoiding all controversial items for the sake of determinations of safe bonus but without prejudice.

	Rs.
Net. Profit	32,71,481
<i>Add back</i> Depreciation.	15,41,907
" " Adjustment for previous years	98,956
" " Donation to National Defence Fund	50,000
" " Bonus for previous year	1,25,000
<i>Cross Profit</i>	50,87,344
<i>Less</i> Normal Depreciation assumed Rs. 15,41,907—10,37,072—Rs. 5,04,835	5,04,835
	45,82,409
<i>Less</i> 6 per cent dividend	6,00,000
TOTAL	39,82,409

	Rs.
<i>Less 51 per cent tax on taxable income of Rs. 35,45,437.</i>	<i>39,82,409</i>
<i>(Gross Profits Rs. 50,87,344 less Rs. 15,41,907)</i>	<i>18,08,172</i>
<i>Total Depreciation.</i>	<i>21,74,237</i>
<i>Less 2 per cent return on reserve of Rs. 41,263</i>	<i>824</i>
<i>Less Rehabilitation</i>	<i>21,73,413</i>
<i>Available Surplus :</i>	<i>NIL</i>
<i>8 Month's basic pay as Bonus</i>	<i>21,73,413</i>
	<i>5,00,000</i>
<i>Income tax refund on Bonus paid as above roughly 51 %.</i>	<i>16,73,413</i>
	<i>2,50,000</i>
<i>Amount left in the hand of the company even after payment of 8 month's bonus (pay) as above</i>	<i>19,23,413"</i>

40. In such a situation, therefore, I allow one half of the rehabilitation cost of Rs. 29,98,622, which would be Rs. 14,99,311.

41. I may here deal with one item, i.e. Rs. 7,22,364/-, mentioned both in Exhibits M. 6 and M. 37, but not in any of the charts, for instance, in Exhibit W. 15 filed by the Union.

In Exhibit M. 6 Rs. 7,22,364/- has been deducted from the Gross Profit on account of liability for cess for previous year. In Exhibit M. 37, this sum of Rs. 7,22,364/- has been shown as deducted on account of excess provision of previous year.

The question is should this amount of past liability for previous year be deducted from the Gross Profit of the relevant accounting year? It is well settled that neither the profits of the past years can be added to the profits, nor can the losses incurred during the prior years be set off against the profit of that particular year. On this principle, it appears to me that liability for cess for previous year cannot be deducted from the gross profit of the accounting year.

I, therefore, disallow this sum of Rs. 7,22,364 from the calculation given in Exhibit M. 6 and M. 37 which has been deducted from the Gross Profit.

42. On the basis of Exhibits M. 6 and M. 37 which are calculations filed by the company, and, Exhibit W. 15, and a chart filed by the Union at the time of the argument and reproduced in Para 37 above and Para 30 of the Union's written statement, which are all calculations filed by the Union and on a consideration of the evidence, oral and other documentary evidence, I give below my own calculations on the question of availability of surplus, provided, if any, during the relevant year.

	Rs.
<i>Available Surplus, if any.</i>	<i>32,71,481</i>
43. Profit as shown at page 12 in Ext. M. 9 : in Ext. M. 37 and in Ext. W. 15 .	32,71,481
<i>Add Back :</i>	
Depreciation charged (as shown in Ext. M 37 and in Ext. W. 15 .	15,41,907
	48,13,388
<i>Add Back</i>	
<i>Adjustment in respect of previous years, as mentioned in Ext. W. 37 and in Ext. W. 15</i>	<i>98,956</i>
	49,12,344
<i>Add Back</i>	
Donation to National Defence Fund.	50,000
(as mentioned at page 12 of Ext. M.9: in Ext. M. 6 and in Ext. W. 15)	..
<i>Therefore, Gross Profit</i>	<i>49,62,344</i>
<i>Deduct</i>	
National Normal Depreciation (as given in Ext. M37 and Ext. W.15)	15,41,907
	34,20,437

Deduct	Rs.
Income Tax.	26,48,073
Minus Development Rebate	10,37,072
TOTAL.	16,11,001
50% (as in Ext. 37 and admitted by Union)	8,05,500
	26,14,937

Deduct	
Interest at 6 per cent on paid up capital of Rs. 1,00,000 (as in Ext. M-6 In Ext. M-37 interest claimed at 8.5% Union admits interest at 6 per cent)	6,00,000
	20,14,937

Deduct :	
Rehabilitation claim (one half of Rs. 29,98,622 as claimed in Ext. 37 and partially admitted in the chart filed at the time of argument by the Union and reproduced in para 37 before)	14,99,311
Available Surplus	5,15,626

According to the chart given by the Union and reproduced in Para 37 above, Rs. 62,500/- is one month's basic wages as in Exhibit W. 15 and, therefore, three months' basic wages as bonus would amount to Rs. 1,87,500.

Hence

	Rs.
Available Surplus	5,15,626
Bonus for three months' for 1963	1,87,500
Balance left to the Company	3,28,126

44. I, therefore, answer Issue No. 1 partly in favour of the workmen by holding that they are entitled to only three months' wages as Profit Sharing Bonus to the extent of Rs. 1,87,500/- only.

Issue No. 2:

"Whether the workmen who had struck work from the midnight of 12th/13th March 1964 to midnight of 13th/14th March 1964 are entitled to wages for this period."

45. It was contended, on behalf of the company, that the workmen were not entitled to wages for the one day of the strike from the midnight of 12/13 March 1964 to the midnight of 13/14 March 1964, in that, the strike having been resorted to by the workmen to enforce their demand for bonus, the strike was illegal.

The fact that there was a strike is omitted. The only question is whether it was legal or illegal.

According to the Union, the said strike was legal and perfectly justified.

The stand of the Union is that the demand by the workmen was not for bonus, but for advance towards bonus, and, therefore, the said demand for advance not being covered either by the first agreement dated 12th June 1960 Exhibit M. or the second agreement dated 1st March 1962 Exhibit M. 2, the strike could not be said to be illegal at all. In this connection, Sri Sen Gupta relied on a decision of Labour Appellate Tribunal in *Workmen of Bihar Firebricks and Potteries Ltd. V. Management of Bihar Firebricks and Potteries Limited*, 1953 I.A.C. 81, in which the learned Members of the L.A.T. Sri R. C. Mitter, President, and Sri C. P. Mathur, Member, in a joint judgment, at page 86, observed:

"The Tribunal has come to a conclusion on subsequent scrutiny of the demands that they were frivolous and so the strike could not be justified. We do not think that it would be proper to judge from the result of adjudication of demands whether a strike was justified or not. It is also a reason to register a protest and it cannot be said to be unjustified unless the reasons for it are absolutely perverse and unsustainable."

Relying on the above observations, it was contended by Sri Sen Gupta that, in the instant case also, the strike not being "perverse and unsustainable" it was perfectly justified.

46. In reply, it was contended, on behalf of the company, that, as will appear from Exhibit M, by the settlement dated 12th June 1960 one of the terms agreed upon by the parties was "that the workmen will not proceed on any strike or go slow or sit down strike as defined in the Industrial Disputes Act nor will the company declare any lock-out unless the parties have in advance exhausted fully the constitutional processes as prescribed in the Industrial Disputes Act, 1947," and, therefore, that being the agreement the strike could not but be said to be illegal, inasmuch as the said agreement was to be given effect from 1st June 1960 and it was to continue to bind the parties until the 31st May 1964 and thereafter also it was to continue to be in force until 3 months prior notice had been given by either party to the settlement being terminated desiring to do so, and as this has not been done the strike within this period from midnight of 12/13 March 1964 to midnight of 13/14 March 1964 was contrary to the agreement and therefore illegal. It was further contended that the strike notice dated 11th January 1962 Exhibit M. 11 clearly shows that it was for bonus for the year 1960-61. The subsequent agreement Exhibit M. 2, which was arrived at between the parties before the Conciliation Officer on 1st March 1962, also shows that the earlier settlement was confirmed and the second settlement Exhibit M. 2 was only in substitution of Issue No. 3 of the first settlement Exhibit M. and that was also to remain in force until the 31st May 1964 and the bonus for 1964 was to be negotiated on the expiry of memorandum of settlement which was to expire on the 31st May 1964. For these reasons, it was contended, on behalf of the management, that the strike was illegal and in contravention of Section 23(c) of the Act.

47. On behalf of the Union further arguments were advanced to the effect that, as will appear from Exhibit W. 8 dated 12th March 1964, the Union wrote a letter to the company informing that the strike was not illegal because the case of the strike was demand for advance payment of 2 months' wages against their bonus by the first week of April 1964. It was further argued that Charter of Demands was served on 12th January 1964, as will appear from notice of strike Exhibit W. and, therefore, two months' time was given and this amounted to termination of the agreement under Sec. 19(2) of the Act, and, as such, in this view also there was no agreement which was binding on the Union as urged by the management. It was further contended that there was no settlement of bonus for 1964 this question was kept open both by the first agreement Exhibit M and by the second agreement Exhibit M. 2 and 1964 and was a leap year, and, therefore, the strike in any view could not be illegal at all. Reference was made to Exhibit W. 13 in order to show that the company sent a threatening letter on 12th March 1964 to the General Secretary of the Union informing that the strike was illegal, unjustified and against the code of discipline. A further reference was made to Exhibit W. 12 in order to show that when the letter regarding bonus issue dated 12th March 1964 Exhibit W. 8 written by the union to the company was received by the Superintendent, as will appear from Exhibit W. 12, Mr. Hill, Superintendent, knew on 12th March 1964 about the likely strike and still no step was taken by the management to consider the demands of the Union. For all these reasons, it was contended that the strike being not perverse and unsustainable it was perfectly justified. It was also contended by Sri Sen Gupta that the strike could not be contrary to Section 23(c) of the Act inasmuch as it does not apply, because the question of advance was not a subject matter of any of the two agreements Exhibit M and M. 2 and, therefore, the strike which was for payment of advance could not be considered to be illegal.

48. After consideration of the arguments of both sides, it appears to me that the attempt of Sri Sen Gupta to draw a fine line of distinction between payment of two months' wages as advance towards bonus and for bonus itself as being two distinct demands and not as one and the same, in my opinion, does not stand to reason. It is true that the cause of the strike was for demand for advance of two months' wages towards, bonus, but the fact remains that advance was subsequently to be set off towards bonus, which might be paid to the workmen for 1964 and as such the advance towards bonus and the bonus itself cannot be dissected into two parts as contended by Sen Gupta. In this view of the matter, in my opinion, the demand of the workmen for payment of advance of two months' wages towards bonus was clearly a demand for payment of bonus in part to be set off or adjusted in the final account towards bonus for 1964 and the question of bonus being covered by both the agreements Exhibits M and M. 2 could not be reagitated by

resorting to a strike before the expiry of the 31st May 1964 and 3 months later after service of notice of termination in writing as required by Section 19(2) of the Act. But admittedly no notice, as contemplated by Section 19(2), was given by either party, much less by the Union to the company at all and as such, in my opinion, the agreement remained effective on the day the strike was resorted to and, therefore, Section 23(c) clearly applied to such a strike and made it illegal. In these circumstances, I am not inclined to hold, as asked by Sri Sen Gupta, that the strike was not perverse and unsustainable and, therefore, it was justified. In my opinion, it was perverse and unsustainable and as such the workmen by resorting to strike appeared to be impatient and instead of following the constitutional method adopted this illegal method. This is obvious because immediately on 13th March 1964 the Union informed the Company by a letter Exhibit W. 10 that the strike had been withdrawn by virtue of Exhibit W. 11 dated 13th March 1964. I am not impressed with the argument of Sri Sen Gupta that there was no agreement not to demand any advance towards bonus, although admittedly there was agreement regarding bonus and, therefore, this demand for advance towards bonus was not covered by any of the two agreements Exhibits M and M. 2.

49. For the reasons given above, I, therefore, hold that admittedly the cause of the strike being demand for payment of advance for two months' wages towards bonus was virtually and effectively a demand for payment of bonus in part before its final settlement and as the question of bonus was admittedly covered by the two agreements Exhibits M and M. 2 the strike was illegal and as the workmen had agreed under Exhibit M not to go on any strike unless the workmen had not exhausted fully the constitutional process prescribed in the Act itself, the strike was clearly in contravention of Section 23(c) of the Act and as such it was illegal.

50. I, therefore, answer Issue No. 2 in favour of the company by holding that the workmen, who struck work from the midnight of 12/13th March, 1964, to the midnight of 13/14th March, 1964, are not entitled to wages for this period of strike that is, for this one day of strike.

51. The result, therefore, is that the Reference is answered in the manner indicated in Paragraphs 44 and 50 above.

52. This is the award which I make and submit to the Government of India under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,
Presiding Officer,
Central Govt. Industrial Tribunal,
Dhanbad.

Dhanbad,
Dated the 21st April, 1965.

[No. 23/4/64-L.R.I.]

New Delhi, the 11th June 1965

S.O. 1936.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the matter of an application under section 33A of the said Act, from Shri Dilbahadur, Chowkidar of Hindustan Steel Limited, Bhilai which was received by the Central Government on the 4th June, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT BOMBAY

APPLICATION NO. CGIT 22 OF 1965

(Arising out of Reference No. CGIT 104 of 1964, under Section 36A of the Industrial Disputes Act, 1947, (Act XIV of 1947)

Shri Dilbahadur, Chowkidar—Complainant.

Vs.

Hindusthan Steel Ltd., Bhilai—Opposite Party.

PRESENT:

Shri Salim M. Merchant—Presiding Officer
For the Applicant—No appearance.

For the opposite party—Shri S. P. Dube, Assistant Law Officer, with Shri S. K. Gupta, Labour Welfare Officer, Bhilai Steel Plant.

INDUSTRY: Iron-ore Mining.

STATE: Madhya Pradesh.

Dated at Bombay this 1st day of June 1965

AWARD

This is an application purporting to be under Section 33A of the Industrial Disputes Act, 1947 (Act XIV of 1947) directed against an order dated 23th February 1965 of the opposite party terminating the services of the complainant, who was prior to his dismissal employed as a Chowkildar in the Kokan Mines. This complaint has been filed on the ground that the complainant was a workman concerned in Reference CGIT No. 104 of 1964, which is a reference under Section 36A of the Industrial Disputes Act, 1947, pending before the Tribunal, the subject matter of which is whether "the settlement dated 3rd November, 1962, arrived at between the employers in relation to the Rajahara Nandini and Hiri Mines of the Bhilai Steel project and the Bhilai Steel workers' Union, Bhilai, before the Regional Labour Commissioner, Central Jabbalpore, covers the nominal muster roll workmen of the prospecting division of the mines. The complaint is filed on the footing that the applicant is a workman concerned in this reference, and that there has been a breach on the part of the opposite party of the provisions of Section 33 of the Industrial Disputes Act, 1947, in terminating the complainant's services.

2. The opposite party, in its written statement and at the hearing, has contended that this application is not maintainable as the conciliation settlement dated 3rd November 1962 which forms the subject matter of reference CGIT No. 104 of 1964, relates to employees working in the Rajahara Nandini and Hiri Mines only and there is no mention of the employees of the Kokan Mines, and Dalli Prospecting Division, whose employees were not covered by the reference to the Tribunal; that the Kokan Mines has a separate entity of its own, having been declared as a separate "Mine". The Company has also denied that there has been a breach of Section 33 on its part, because, in the circumstances above, and as the applicant being employed in the Kokan Mines was not a workman concerned in the reference CGIT No. 104 of 1964, it was not necessary for it to have made an application under Section 33 of the Act for either the permission or approval of this Tribunal before dismissing the opposite party from its services.

3. Being doubtful whether the complaint was maintainable in proceedings under Section 36A of the Act, I issued a show-cause notice on the applicant to show cause how this complaint was maintainable and made it returnable at Bombay on 31st May 1965, at which hearing the complainant remained absent.

4. Shri S. P. Dube, Assistant Law Officer, appearing for the opposite party, has in the circumstances stated above, submitted that the application is not maintainable. He has, in support also relied upon the judgment of the High Court of Judicature at Madras in the case of Sandanasami Billai and Ponnuswami (C) and others (1959 II LLJ page 791) where his Lordship Shri Balkrishna Aiyer J held that there must be some point of connection between the pending dispute and the act of the employer in respect of which the complaint may be made under section 33A of the Industrial Disputes Act, 1947.

5. I also find that the Patna High Court in the case of Sandra Bansjora Colliery Company (Private) Ltd. and Shantilal M. Bhatt and another (1963 I LLJ, page 331) has held that a complaint under section 33A of the Industrial Disputes Act, 1947, before the Industrial Tribunal before which proceedings under Section 36A of the Act are pending must be incompetent and not maintainable. As this complaint has been filed in reference No. 104 of 1964, which are proceedings referred to this Tribunal under Section 36A of the Industrial Disputes Act, the application, in my opinion, is not maintainable.

6. Moreover, on 1st June 1965 I received an application dated 27th May 1965 from Shri P. K. Sengupta, who states that he is an authorised representative of the applicant and also the General Secretary of the Khadan Mazdoor Congress, in which he has stated as follows:

"That since reference to interpret the conciliation settlement by the appropriate Government u/s 36A of the Industrial Disputes Act, 1947 is not a reference of an industrial dispute as contemplated in Section 33 of the said Act and hence no application u/s 33A is maintainable and since a regular industrial dispute is being raised in conciliation proceedings, the undersigned does not want to pursue the case further."

and prayed "that the case may kindly be dropped".

7. It is therefore clear that even the applicant is now of the view that in a pending reference under section 36A of the Industrial Disputes Act an application would not be maintainable.

8. In the result, the application is held not to be maintainable and disposed of accordingly.

9. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.
[No. 23/5/63-L.R.I.]

S.O. 1937.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Rajasthan, Jaipur, in the industrial dispute between Shri Moolchand, Raising Contractor, Jharna Soap Stone Mine, Dagota, Post Office, Neemla, District Jaipur and their workmen which was received by the Central Government on the 29th May 1965.

CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

PRESENT

Shri J. S. Ranawat,

JUDGE

Case No. 1 of 1965

REFERENCE.—*Government of India, Ministry of Labour and Employment Order No. 22/43/64-L.R.I., dated 29th December, 1964.*

In the matter of an industrial dispute

BETWEEN

The Dagota Khan Mazdoor Union, Dausha

AND

Shri Moolchand, Contractor, Jharna Soap Stone Mine, Dagota.

Date of Award:

7th May, 1965.

AWARD

The following dispute has been referred for adjudication under Section 10 of the Industrial Disputes Act, 1947:—

"Whether the demand of the workmen employed by Shri Moolchand, Raising Contractor, Jharna Soap Stone Mine, Dagota for Dearness Allowance of Rs. 5 (Rupees five only) per month is justified? If so, to what relief are the workmen entitled?"

The opposite party Moolchand is working as a contractor of Jharna Soap Stone Mine, Dagota which is controlled by Jaipur Mineral Development Syndicate Private Limited, Jaipur (hereinafter referred to as the Syndicate). The allegations of Dagota Khan Mazdoor Union, Dausha are that the workmen employed by the Syndicate have been allowed a dearness allowance of Rs. 5 p.m. and as the opposite party Shri Moolchand is a contractor under the same firm the workmen working on the mine under him should also be allowed a similar increase in their wages by way of payment of dearness allowance of Rs. 5 p.m. The opposite party has contested the claim of the union on the ground that he was not bound by the actions of the said Syndicate.

The union has produced a copy of the agreement arrived at on the 18th November, 1963 between the Syndicate and the union by which the Syndicate has guaranteed facilities and amenities to the workmen working on the mine as were eligible to and enjoyed by the workmen employed by the Syndicate. The opposite party Moola (Moolchand) is a signatory to the agreement. The union has also filed an affidavit of Syed Nizamuddin in which it has been stated that the workmen employed by Moola (Moolchand) are being paid at the rate of Rs. 1.50 P. per day only and that the wages are not sufficient for the workmen to carry on in view of the prevailing rise in prices. The Union has filed a copy of the memorandum of settlement between the Syndicate and the Union by which the workmen

employed by the Syndicate were allowed dearness allowance of Rs. 5 p.m. with effect from 1st February, 1964. It is, therefore, prayed dearness allowance of Rs. 5 p.m. be allowed to the employees of the contractor Moolchand with effect from 1st February, 1964.

It seems reasonable that the labour employed by the contractor Moolia (Moolchand) should be paid a dearness allowance of Rs. 5 p.m. as is being paid by the Syndicate to its employees with effect from 1st February, 1964 to cope with the increase in price level. It is, therefore, ordered that the opposite party shall pay a dearness allowance of Rs. 5 p.m. with effect from 1st February, 1964 to all his daily rated workmen in order to bring their wages in conformity with the labour employed by the owner of the mine himself. An award is passed accordingly. Let it be submitted to the Central Government for publication.

(Sd.) J. S. RANAWAT,
Judge, Central Government,
Industrial Tribunal, Rajasthan, Jaipur.

[No. 22/43/64-LR-I.]

New Delhi, the 14th June 1965

S.O. 1938.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Umaria Colliery P.O. Umaria, District Shahdol and their workmen, which was received by the Central Government on the 7th June 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
AT BOMBAY**

REFERENCE CGIT No. 60 of 1963

**Employers in relation to the Umaria Colliery, Post-office Umaria, District—
Shahdol, Madhya Pradesh,**

AND

Their Workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

INDUSTRY: Coal Mining.

STATE: Madhya Pradesh.

Dated at Bombay this 3rd day of June 1965

AWARD (PART I)

1. The Central Government by the Ministry of Labour & Employment's Order No. 5/47/63 LR II, dated 16th December 1963, made in exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

"Whether the management of the Umaria Colliery was justified in dismissing the following workmen from service; and if not, to what relief are these workmen entitled?

1. Shri Ramkuwar, T. No. 381, Boiler Cleaning Boy.
2. Shri Jagdev, T. No. 739, Miner.
3. Shri Katkoo, T. No. 776, Miner.
4. Shri Budhmal Charks, T. No. 604.
5. Shri Bisesar, T. No. 498.
6. Shri Jairam, T. No. 613.
7. Shri Mulloo, T. No. 867.
8. Shri Romawtar, T. No. 848."

2. Thereafter, this Tribunal received applications on affidavit dated 23rd March, 1965 and 8th February, 1965, from Shri Budhmal Charka, T. No. 604 (Serial No. 4 in the schedule) and Shri Mulloo, T. No. 867 (Serial No. 7 in the schedule), the affidavits having been made before the Tehsildar Magistrate, Umaria, in which both of them have stated that they have amicably settled their disputes with the management of Umaria Colliery and have received final payment in respect of all their claims. The Tribunal has also received two separate applications dated 30th March, 1965, from the Agent, Umaria Colliery, stating that the said two workmen, viz., Shri Budhmal Charka and Shri Mulloo were not represented by the Umaria Colliery Mazdoor Sangh (I.N.T.U.C.) and that they have amicably settled their disputes with them. A copy of the application on affidavit of the two workmen and the Company's applications are annexed hereto and collectively marked Annexure "A". Since these workmen have settled their dispute with the management and do not want to pursue their claims in this reference, their claims are disposed of settled, with no order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
BOMBAY

In the matter of order No. 5/47/63-LRII, dated 18th December, 1963, Government of India, Ministry of Labour and Employment and the Tribunal's Reference No. REF/60/63/3255/63, dated 26th December, 1963.

Workmen:

Malloo Token No. 867 Miner—Complainant.

The Management of Umaria Colliery, P.O. Umaria District Shahdol (M.P.)
—Opposite Party.

I, Malloo s/o Chaita, Caste Kol, aged 40 years resident village Bhangha, Ex-Miner of Umaria Colliery District-Shahdol (M.P.) Token No. 867, state on oath as under:—

1. That I have amicably settled my dispute which is pending in the above Honourable Court with the Management of Umaria Colliery and have also received final payment from this management against all of my claims.

2. That my above said dispute may be treated as withdrawn and closed.

Dated 8th February 1965.

(Sd.) MALLOO.

I, Malloo, solemnly affirm, today, at Umaria that the above contents of para 1 and 2 are true to my personal knowledge and they have been read over and explained to me in Hindi by Shri P. D. Saha Advocate.

Dated 8th February 1965.

(Sd.) MALLOO.

Sworn before me on this 8th day of February 1965 by Shri Malloo s/o Chaita Kol of village Bhangha who is identified by Shri P. D. Saha Advocate whose signature are appended hereunder. The deponent admitted the contents to be true and they were read over and explained in Hindi to him.

(Sd.) MALLOO.

(Sd.) S. K. PANDEY,
Magistrate 1st Class,
Umaria (M.P.)

(Sd.) P. D. SAHA,
Advocate,
Umaria.

BEFORE, THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
BOMBAY

In the matter of Order No. 5/47/63-LR.II, dated 18th December, 1963 Government of India, Ministry of Labour and Employment and the Tribunal's Reference No. REF/60/63/3255/63, dated 26th December, 1963.

Workmen:

Budhmal, Token No. 604, Miner—Complainant.

The Management of Umaria Colliery, P.O. Umaria, District Shahdol, M.P.—
Opposite Party.

I, Budhmal s/o Charka, caste Baiga, aged 35 years, resident of village Bhangaha, Tahsil Bandhogarh, Ex-Miner of Umaria Colliery Dist. Shahdol, M.P., Token No. 604, State on oath as under:—

1. That I have amicably settled my dispute which is pending in the above Honourable Court with the Management of Umaria Colliery and have also received final payment from the Management against all of my claims.

2. That my above said dispute may be treated as withdrawn and closed.

(Sd.) Tahsildar, Magistrate,
Umaria,

(Sd.) (T.I. of BUDHMAL)

Tahsil-Bandhogarh (M.P.).

I, Budhmal, solemnly affirm, today, at Umaria that the above contents of para 1 and 2 are true to my personal knowledge and they have been read over and explained to me in Hindi by Shri P. D. Saha, Advocate.

(T.I. of BUDHMAL)

Dated 23rd March, 1965.

Sworn before me on this 23rd day of March, 1965 by Shri Budhmal s/o Charka Baiga of Bhangaha, Umaria who is identified by Shri P. D. Saha, Advocate, whose thumb impression and signature are appended hereunder. The deponent admitted of the contents to be true and they were read over and explained in Hindi to him.

(T.I. of BUDHMAL)

(Sd.) B. P. MISHRA,

(Sd.) P. D. SAHA.

Tahsildar Magistrate,

Umaria. Tahsil-Bandhogarh (M.P.).
Umaria Colliery.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
BOMBAY

In the matter of Order No. 5/47/63-LR-II, dated 18th December, 1963 Government of India, Ministry of Labour and Employment and the Tribunal's Reference No. REF/60/63/3255/63, dated 26th December, 1963.

Workman:

Budhmal, Token No. 604, Ex-Miner—Complainant.

The Management of Umaria Colliery, P.O. Umaria, Dist.-Shahdol, (M.P.)—Opposite Party.

(1) It is submitted that in our Umaria Mine only one Union namely Umaria Colliery Mazdoor Sangh (I.N.T.U.C.) is functioning and this Union is recognised by us.

However, the dispute of Shri Budhmal under the above said reference pending in your Honourable Court was neither raised by the above Union nor any other Union and Shri Budhmal was directly concerned with this dispute.

(2) It is submitted that Shri Budhmal approached us for settlement of the above said dispute and since he was directly concerned with it we have amicably settled this dispute with him and have made the full and final payment to him.

(3) We have also received a copy of Affidavit filed by Shri Budhmal in your Honourable Court praying therin that since he has now settled the said dispute with us it may be treated as withdrawn and closed.

In the circumstances it is prayed that the dispute pending before your Honourable Court preferred to above may kindly be marked settled and order passed accordingly.

Dated 30th March 1965.

(Sd.) Agent, Umaria Colliery.
Umaria Colliery.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
BOMBAY

In the matter of Order No. 5/47/63-LR.II, dated 18th December, 1963, Govt. of India, Ministry of Labour and Employment and the Tribunal's Reference No. REF/60/63/3255/63, dated 26th December, 1963.

Workman:

Malloo, Token No. 867, Ex-Miner—Complainant.

The Management of Umaria Colliery, P.O. Umaria, District-Shahdol, (M.P.)—Opposite Party.

(1) It is submitted that in our Umaria Mine only one Union namely Umaria Colliery Mazdoor Sangh (I.N.T.U.C.) is functioning and this Union is recognised by us.

However, the dispute of Shri Mulloo under the above said reference pending in your Honourable Court was neither raised by the above union nor any other Union and Shri Mulloo was directly concerned with this dispute.

(2) It is submitted that Shri Mulloo approached us for settlement of the above said dispute and since he was directly concerned with it we have amicably settled this dispute with him and have made the full and final payment to him.

(3) We have also received a copy of Affidavit filed by Shri Mulloo in your Honourable Court Praying therein that since he has now settled the said dispute with us it may be treated as withdrawn and closed.

In the circumstances it is prayed that the dispute pending before your Honourable Court referred to above may kindly be marked settled and order passed accordingly.

Dated 30th March 1965.

(Sd.) Agent, Umaria Colliery
[5/47/63-LR-II-1]

S.O. 1939.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Umaria Colliery, P.O. Umaria, District Shahdol and their workmen, which was received by the Central Government on the 7th June, 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE CGIT No. 17 OF 1964

Employers in relation to the Umaria Colliery, Post-Office Umaria, District Shahdol, Madhya Pradesh.

AND

their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

Dated at Bombay this 3rd day of June, 1965

INDUSTRY: Coal-mining.

STATE: Madhya Pradesh.

AWARD (PART I)

1. The Central Government, by the Ministry of Labour and Employment's Order No. 5/47/63-LR-II, dated 24th January, 1964, made in exercise of the powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the Industrial dispute between the parties above-named in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

"Whether the management of the Umaria Colliery was justified in dismissing the following workmen from service; and if not, to what relief are these workmen entitled?

1. Shri Ganesh, Ticket No. 811, Miner.
2. Shri Sudhua, Ticket No. 633, Miner.
3. Shri Baisakhoo, Ticket No. 734, Miner.
4. Shri Girdhari, s/o Sirmani, Ticket No. 755.
5. Shri Milan, Ticket No. 717, Miner.
6. Shri Ganpat, 1261.
7. Shri Majnoo, Ticket No. 753, Miner.
8. Shri Bhakua, s/o Charka, Ticket No. 692."

2. Thereafter, Shri Ganesh, Ticket No. 811, Miner, (Serial No. 1 in the schedule), and Shri Bhakua, son of Charka, Ticket No. 692, Miner (Serial No. 8 in the schedule) filed applications on affidavits made before the Tehsildar Magistrate, Umaria, dated 2nd March, 1965 and 23rd March, 1965 respectively, (as per copies annexed and marked Annexure 'A') in which they have stated that they have amicably settled their disputes with the management of Umaria Colliery and have received final payment from the management against all their claims, and that, therefore, the dispute should be treated as withdrawn and closed.

3. The Agent, Umaria Colliery, has by two separate applications dated 30th March, 1965, (copies annexed and marked Annexure 'B') also stated that these two workmen have amicably settled their disputes with the management and the management has made full and final payments to them. The Agent also acknowledges receipt of copy of the affidavits filed by these two workmen. The Agent has prayed that, in the circumstances, the dispute in respect of these two workmen should be treated as settled and orders passed accordingly.

4. From the above, it appears that these two workmen, viz., Shri Ganesh, Ticket No. 811, Miner, and Shri Bhakua, son of Charka, Ticket No. 692, have settled their disputes in this reference with the management and have received payments in full satisfaction of their claims herein. In the result, the dispute in respect of these two workmen is treated as settled, with no order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

In the matter of Order No. 5/47/63-LR.II, dated 24th January, 1964, Government of India, Ministry of Labour and Employment and the Tribunal's Reference No. REF/17/64/334/64, dated 10th February, 1964.

Workmen:

Bhikua, Token No. 692, Miner—Complainant.

The Management of Umaria Colliery, P.O. Umaria, District Shahdol, M.P.—Opposite Party.

I, Bhikua, s/o Charka, caste Baiga, aged 50 years, resident of Village Bhangaha, Tahsil Bandhogarh, Ex-Miner of Umaria Colliery, District Shahdol, M.P., Token No. 692, state on oath as under:—

1. That I have amicably settled my dispute which is pending in the above Honourable Court with the Management of Umaria Colliery and have also received final payment from the Management against all of my claims.

2. That my above said dispute may be treated as withdrawn and closed.

(Sd.)
(T.I. of BHIKUA)

Dated 23rd March, 1965.

(Sd.)

Tehsildar, Magistrate.

Umaria,

Tahsil—Bandhogarh (M.P.).

I, Bhikua, solemnly affirm, today, at Umaria that the above contents of paras 1 and 2 are true to my personal knowledge and they have been read over and explained to me in Hindi by Shri P. D. Saha, Advocate.

(Sd.)
(T.I. of BHIKUA)

Dated 23rd March, 1965.

Sworn before me on this 23rd day of March, 1965 by Shri Bhikua, s/o Charka Baiga of Bhangaha, Umaria who is identified by Shri P. D. Saha, Advocate, whose thumbimpression and signature are appended hereunder. The deponent admitted of the contents to be true and they were read over and explained in Hindi to him.

(Sd.)

(T.I. of BHIKUA)

(Sd.) P. D. SAHA.

(Sd.) B. P. MISHRA,
Tehsildar—Magistrate.
Tehsildar, Magistrate,
Umaria,
Tahsil—Bandhogarh (M.P.).

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

In the matter of Order No. 5/47/63-LR.II, dated 24th January, 1964, Government of India, Ministry of Labour and Employment and the Tribunal's Reference No. REF/17/64/334/64, dated 10th February, 1964.

Workman:

Ganesh, Token No. 811, Miner—Complainant.

The Management of Umaria Colliery, P.O. Umaria, District Shahdol, M.P.—Opposite Party.

I, Ganesh, s/o Patangi, Caste Baiga, aged 26 years, resident village Bhangha, Ex-Miner of Umaria Colliery, District Shahdol (M.P.), Token No. 811, state on oath as under:—

1. That I have amicably settled my dispute which is pending in the above Honourable Court with the Management of Umaria Colliery and have also received final payment from this management against all of my claims.

2. That my above said dispute may be treated as withdrawn and closed.

(Sd.) GANESH.

Dated 2nd March, 1965.

I, Ganesh, solemnly affirm, today, at Umaria that the above contents of paras 1 and 2 are true to my personal knowledge and they have been read over and explained to me in Hindi by Shri P. D. Saha, Advocate.

(Sd.) GANESH.

Dated 2nd March, 1965.

Sworn before me on this 2nd day of March, 1965 by Shri Ganesh, s/o Patangi Baiga of village Bhangha who is identified by Shri P. D. Saha, Advocate whose signatures are appended hereunder. The deponent admitted the contents to be true and they were read over and explained in Hindi to him.

(Sd.) GANESH.

(Sd.) P. D. SAHA,
Advocate, Umaria.

(Sd.) S. K. PANDAY,
Magistrate, 1st Class,
Umaria (M.P.).

ANNEXURE 'B'

UMARIA COLLIERY

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

In the matter of Order No. 5/47/63-LR.II, dated 24th January, 1964, Government of India, Ministry of Labour and Employment and the Tribunal's Reference No. REF/17/64/334/64, dated 10th February, 1964.

Workmen:

Ganesh, Token No. 811, Ex-Miner—Complainant.

The Management of Umaria Colliery, P.O. Umaria, District Shahdol, M.P.—Opposite Party.

(1) It is submitted that in our Umaria Mine only one Union namely Umaria Colliery Mazdoor Sangh (INTUC) is functioning and this Union is recognised by us.

However, the dispute of Shri Ganesh under the above said reference pending in your Honourable Court was neither raised by the above Union nor any other Union and Shri Ganesh was directly concerned with this dispute.

(2) It is submitted that Shri Ganesh approached us for settlement of the above said dispute and since he was directly concerned with it we have amicably settled this dispute with him and have made the full and final payment to him.

(3) We have also received a copy of affidavit filed by Shri Ganesh in your Honourable Court praying therein that in since he has now settled the said dispute with us it may be treated as withdrawn and closed.

In the circumstances it is prayed that the dispute pending before your Honourable Court referred to above may kindly be marked settled and order passed accordingly.

(Sd.)
Agent,

Umaria Colliery.

Dated 30th March, 1965.

UMARIA COLLIERY

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

In the matter of Order No. 5/47/63-LR.II, dated 24th January, 1964, Government of India, Ministry of Labour and Employment and the Tribunal's Reference No. REF/17/64/334/64, dated 10th February, 1964.

Workmen:

Shri Bhakua, Token No. 692, Ex-Miner—Complainant.

The Management of Umaria Colliery, P.O. Umaria, District Shahdol, M.P.—Opposite Party.

(1) It is submitted that in our Umaria Mine only one Union namely Umaria Colliery Mazdoor Sangh (INTUC) is functioning and this Union is recognised by us.

However, the dispute of Shri Bhakua under the above said reference pending in your Honourable Court was neither raised by the above Union nor any other Union and Shri Bhakua was directly concerned with this dispute.

(2) It is submitted that Shri Bhakua approached us for settlement of the above said dispute and since he was directly concerned with it we have amicably settled this dispute with him and have made the full and final payment to him.

(3) We have also received a copy of Affidavit filed by Shri Bhakua in your Honourable Court praying therein that since he has now settled the said dispute with us it may be treated as withdrawn and closed.

In the circumstances it is prayed that the dispute pending before your Honourable Court referred to above may kindly be marked settled and order passed accordingly.

(Sd.)

Agent,

Umaria Colliery.

Dated 30th March, 1965.

[No. 5/47/63-LR-II-II.]

S.O. 1940.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the East Donger Chickli Colliery (Managing Agents: Messrs Shaw Wallace and Company) and their workmen which was received by the Central Government on the 5th June 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-80 OF 1964

Employers in relation to Messrs East Donger Chickli Colliery

(Managing Agents: Messrs Shaw Wallace & Co.)

AND

Their Workmen

PRESENT

Shri Salim M. Merchant—Presiding Officer

APPEARANCES:

For the Employers: Shri A. K. Moitra, Personnel Officer

For the Workmen: Shri D. H. Dharap, Pleader with Shri V. N. Datta, General Secretary and Shri B. P. Sharma, Vice President M. P. Rashtriya Koyal Khadan Mazdoor Sangh (INTUC), Chandametta, P. O. Parasia.

INDUSTRY: Coal Mining.

STATE: Madhya Pradesh.

Dated, Bombay 31st May, 1965

AWARD

The Central Government, by the Ministry of Labour and Employment's Order No. 5/9/64-LRII dated 14th August 1964, made in exercise of the powers conferred

by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer the industrial dispute between the parties abovenamed, in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

(1) "Whether the management of East Donger Chickli Colliery is justified in not allowing Sarvashri Babulal and Ghasita to resume their duties in East Donger Chickli Colliery and issuing the order transferring them to other collieries?"

(2) If not, to what relief are these workmen entitled?"

2. It is admitted that Babulal was employed as a fitter and Ghasita as an explosive carrier in the East Donger Chickli Colliery of the employer company. I shall deal with the case of Ghasita first. According to the Union's written statement dated 9th September 1964 Ghasita, who was employed in the colliery for the last 3 years as Explosive carrier, was, on 6th March 1964, asked by the Shot Firer to bring 50 shots at a time but as Shri Ghasita considered this to be an illegal order he asked the Shot Firer to give this order in writing which the Shot Firer refused to do, and ordered Ghasita to go out of the mine. Accordingly, Shri Ghasita left the mine on 6th March 1964. Thereafter, when Ghasita came for duty on 7th March 1964, he was not allowed to join duty. Subsequently, during the discussions held between the manager and the Union's representatives at the colliery on 17th March 1964, it was decided that Ghasita would be allowed to resume his work with immediate effect and the management even agreed to pay wages to Ghasita for the days between 7th March 1964 and 17th March 1964; that when Ghasita came to join duty on 18th March 1964, the token clerk did not allow him to resume work and asked him to get a chit from the manager. Ghasita thereupon contacted the manager but the manager refused to give a chit stating that Ghasita may go to work and that it was un-necessary for him to issue any chits. According to the Union, on 23rd March 1964 Shri V. N. Datta, Secretary of the Union's branch of the East Donger Chickli Colliery, approached the manager and requested him for a chit authorising Ghasita to resume his work but the manager refused to issue a chit and on 24th March 1964 issued an order transferring him to Chandamatta Colliery which belongs to the same company and which is in the neighbouring area. The Union in para 7 of its written statement has with regard to Ghasita's case stated as follows:—

"It is felt, that when in the discussion it was decided that Shri Ghasita will be allowed to resume his duty the issue of transfer order, without allowing him to resume his duty in the same mine, is nothing but harassment to the worker as well as jeopardising the activities of the union in the colliery."

The Union has, therefore, prayed that the transfer be cancelled and the workmen be allowed to resume his duties and/or back wages to be paid to him.

3. The company in its written statement, in reply in Ghasita's statement or claim, has stated that on 6th March 1964 Ghasita had refused to carry out the instructions given to him by the Manager and the Assistant Manager and had thereafter absented himself from duty. That on 17th March 1964 this case was taken up by the M.P. Rashtriya Koyal Khadan Mazdoor Sangh (hereinafter called the union) and the Co. has appended to its written statement a copy of its minutes of that meeting. The company in para 5 of its written statement has submitted that in view of the consistent refusal on the part of Ghasita to join his duties at East Donger Chickli Colliery and also the disrespectful attitude taken by him towards the management it was deemed desirable to transfer him to Chandamatta Colliery which is adjacent to Most Donger Chickli Colliery; that in not having reported himself to the manager of the Chandamatta Colliery where he had been transferred to work in the same capacity. Ghasita has disobeyed the reasonable and lawful orders of the management. He was, therefore, issued a chargesheet on 22nd April 1964 under clause 10(i)(a) and 10(i)(e) of the Standing Orders and a departmental enquiry was held and it was established in the departmental enquiry beyond doubt that Ghasita was guilty of the charge levelled against him; that since the union and the Government labour machinery intervened the management did not issue any dismissal order. The management has, therefore, submitted that from the facts stated above it was evident that Ghasita has deliberately disobeyed the transfer order and that there has been no victimization by the management as alleged. It is, therefore, submitted by the Co. that there is no case made out by the union for cancelling the transfer order

and allowing Ghasita to resume his duties. The only document which the company has filed in this case with regard to Ghasita is the minutes of the meetings held with the union representatives on 17th March 1964.

4. The statement of claim on behalf of Shri Babulal is also dated 9th October 1964 and the union has there stated that Shri Babulal had been working as an Explosive Carrier in the East Donger Chickli Colliery for the last 1½ years. He was designated as Mazdoor and also possessed a Sirdar's Certificate, but was actually working as an Explosive Carrier in the Colliery; that on 3rd March 1964 he was asked by the Shot Fitter to prepare detonators with explosive and to stem holes by carrying clay from the place where it was stored under-ground. Babulal thereupon told the Sirdar who ordered him to do this work that either he should be given a written order for this job or this work should not be taken from him. According to Babulal this job requires the written permission from the proper authority and he made the request for the written permission particularly because he had passed the Sirdar's Examination and was to appear for the Overman's examination and he feared that if anything would go wrong his Sirdar certificate would be cancelled. The shift Sirdar instead of giving anything in writing, asked him to get out of the mine as no written order would be given to him. Therefore, Babulal came out of the mine and saw the manager of the colliery. On 4th March, token was refused to him by the attendance clerk. The manager however told him that the action taken by the Sirdar was correct and that he should go to the Inspector of Mines, who would allow him to get back to his work. Thereafter Babulal was not allowed to join duty though he presented himself before the Manager every day; that the manager had stated no reason nor did he allow Babulal to attend to his work; that in this case also the union has stated that in the discussion between the representatives of the management and the workmen on 17th March 1964 it was decided that Babulal should be allowed to resume his work with immediate effect, but when Babulal presented himself for duty, the Attendance Clerk as well as the Manager did not allow him to resume his work even on 23rd March 1964. On 21st March 1964 Shri Dutta, the Secretary of the branch union contacted the Manager and enquired as to why Babulal was not allowed to work as was decided. The manager told Dutta that Babulal could come to work, but Shri Dutta explained that the Token Clerk was not agreeable to allow Babulal to work in the absence of a chit from him; that Shri Dutta again approached the Manager on 23rd March 1964 with the same request for a chit for Babulal, but the Manager would not issue a transfer order to Barkui Colliery of the same management which is adjacent to the East Donger Chickli Colliery. The Union has urged that after having agreed at the discussions on 17th March 1964 to allow the workmen to resume their duties the management had issued the transfer order with the sole motive of harassing the worker and putting difficulties in the activities of the union in the colliery. The Union has, therefore, prayed that the transfer order be cancelled and Babulal be allowed to resume work in the East Donger Chickli Colliery with all back wages.

5. The company in its written statement in reply dated 13th September 1964 has admitted that Babulal was working as an Explosive Carrier in East Donger Chickli Colliery. It has alleged that on 3rd March 1964 he disobeyed the lawful orders of the shift overman and had to be asked to leave the mine and thereafter Babulal was absent from his duties from 4th March 1964. The company has stated that Babulal's case (along with Ghasita's case) was taken up by the union with the manager on 17th March 1964 and it has annexed to its written statement a copy of its minutes of that meeting. The company has argued that, as could be seen from the minutes, it was decided with the union that Babulal should resume his duties at East Donger Chickli Colliery, but he did not act upto this arrangement; that in view of his refusal to join his duties at East Donger Chickli Colliery and also on account of his disrespectful attitude towards the local management it was decided to transfer Babulal on 23rd March 1964 to another colliery under the same management i.e. Barkui Colliery; that the Barkui Colliery was under the management of Pench Valley Colliery and the company has submitted that Babulal did not report to the manager of Barkui Colliery and thus disobeyed the lawful and reasonable orders of the management. He was, therefore, issued a letter on 23rd March 1964 under clauses 10(i) (a) and 10(i)(e) of the standing orders and as his reply was not found satisfactory a departmental enquiry was held on 4th May 1964 at which the enquiry officer found him guilty. The company has stated that it did not take any action since the matter was taken up for conciliation by the Labour Inspector (C) Parasia and Conciliation Officer. The Management has submitted that Babulal had deliberately disobeyed the order of transfer and there was no victimization on the part of the management. It has

admitted that the management was prepared to consider some payment for the period from the date of absence i.e. from 3rd March 1964 to 23rd March 1964 and the management has submitted that there is no case for cancelling the transfer order and allowing Babulal to resume his duties with back wages.

6. The company's minutes of the meeting that took place between the representatives of the management and the representatives of the union on 17th March 1964 is as follows:

"The case of M/s Babulal and Ghasita were also discussed in the meeting held with the Union representatives on 17th March 1964 and we hereby confirm the discussion held as under. Union representatives blamed the management for illegally stopping M/s Babulal and Ghasita from duties and requested that they may be allowed to resume their duties. Manager explained in details about them as to how these two workers are behaving and said that these persons are not stopped to attend their duties and if they are not attending their duties, they are doing so of their own accord. Manager further said that they can always go on duty in their respective shifts. He further said that colliery Welfare Officer asked both these workers many times to attend their duties. Shri Babulal who was present in the discussion admitted having been asked by Colliery Welfare Officer to attend duties. Manager persistently explained that they had not stopped from duties. The following persons were present in the discussion:

1. Shri J. K. Diwan, Manager, E.D.C. Colliery.
2. Shri B. P. Sharma, Vice-President, I.N.T.U.C. (Chandamatta).
3. Shri V. N. Dutta, Secretary, Branch Union of E.D.C. Colliery.
4. Shri Babulal.
5. Shri Ghasita.
6. Shri Lalit Saxena.

(Sd.) J. K. DIWAN,
Manager, E.D.C. Colliery."

At the hearing of the dispute before me, neither party led any documents nor led any evidence and both parties have merely made oral submissions.

7. Surprisingly, the Company has not even filed the transfer orders transferring Ghasitta and Babulal to the other Collieries. In its written statement with regard to Ghasitta the Company has stated as follows:

"In view of the persistent refusal on the part of Ghasitta to join his duties at East Donger Chickly Colliery and also the disrespectful attitude taken by him towards the local management, it was deemed desirable to transfer him to another colliery under the same ownership.

With regard to Babulal, the Company, in para 5 of its written statement has stated as follows:

"In view of the persistent refusal to join his duty at E.D.C. Colliery and in view of his attitude towards the local management, it was deemed desirable to transfer Shri Babulal to a different colliery under the same ownership, and which is also not very far away from E.D.C. Colliery. Accordingly, he was transferred on 23rd March 1964."

It is thus clear that the orders of transfer were made in both these cases because the Company alleged that (1) both of them had not after 17th March 1964 joined their duties in the E.D.C. Colliery and (2) they had adopted a disrespectful attitude to the local management. It was, therefore, for the Colliery Company to establish these two misconducts in order to justify the transfers, but the Company had not led any evidence, either oral or documentary, in support of these allegations. On these statements made in its written statements and under the terms of the reference, it was clearly for the company to have established that these two

workmen had refused to work in the E.D.C. Colliery after 17th March 1964, and that they had been disrespectful in their attitude to local management and therefore their transfers to the other collieries were justified. The Company has clearly failed to discharge this onus, which was upon it.

8. With regard to the transfer orders, clearly these workmen were transferred by way of punishment inflicted on them for the two alleged misconducts of having failed to report themselves for duty at the E.D.C. Colliery after 17th March 1964 and for being disrespectful to local management. These would ordinarily be misconducts and before the transfer by way of punishment could be made, it was necessary to have served a charge-sheet charging these workmen with these misconducts and to have held an enquiry thereon. The management failed to do so but issued an order of transfer which the workmen refused to carry out. In my opinion, from the statements made by the Company, the transfer orders were clearly made as acts of punishment and cannot be held to be justified in the absence of any evidence led by the management in justification thereof.

9. In the result, my finding on the first issue under reference is that the company was not justified in not allowing the two workmen to resume their duties in the East Donger Chickli Colliery, and that it was not justified in issuing orders of transfer against them.

10. Having held that the transfers were not justified, the question under the second issue is the relief which these two workmen are entitled to. At the hearing, I was told that Babulal has got a temporary job in another colliery where he is at present employed. Considering that he had not a very long service to his credit with this company and he has found another job, I do not think an order for re-instatement would be justified. In the circumstances, the only fair order to pass would be to direct the company to pay Shri Babulal half the wages for the period from 6th March 1964 till the date of this award, payment to be made to him within a month of the publication of this Award. His dues will be calculated on the wage to which he was entitled on 4th March 1964. With regard to Shri Ghasitta the only fair order to pass in the facts and circumstances of his case would be to direct the company to allow him to resume his duties in the East Donger Chickli Colliery in his old post on his presenting himself for employment within 30 days of the publication of this Award and to direct the company to pay him half his wages, from 6th March 1964, till the date he is allowed to resume his duties. Ghasitta will, of course, get the benefit of continuity of service, and I direct accordingly.

11. In my opinion, this is a fit case for order for costs in favour of the Union. I, therefore, direct the Company to pay Rs. 150/- as costs to the Union, to be paid within a month from the date, this Award becomes enforceable.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.

[5/9/4-LR.II.]

S.O. 1941.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Bhamori Colliery (Amalgamated Coal Fields Ltd.) Managing Agency, M/s. Shaw Wallace & Company, Ltd., P.O. Parasia, District Chhindwara M.P. and their workmen which was received by the Central Government on the 5th June 1965.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
BOMBAY

REFERENCE CGIT No. 79 of 1964

Employers in relation to Bhamori Colliery, (Amalgamated Coal-Fields Ltd.),
Managing Agency Messrs. Shaw Wallace & Co. Ltd., Parasia,

AND

Their workmen.

PRESENT:

Shri Salim M. Merchant—Presiding Officer.

For the Employers—Shri A. K. Mitra, Personnel Officer, Shaw Wallace & Co. Ltd.

For the Union—Shri D. H. Dharap with Shri V. N. Dutta, General Secretary, and Shri B. P. Sharma, Vice-President, Madhya Pradesh Rashtriya Koya Khadan Mazdoor Sangh, P.O. Parasia.

INDUSTRY: Coal Mining.

STATE: Madhya Pradesh.

Dated this 31st day of May, 1965

AWARD

The Central Government, by the Ministry of Labour and Employment's order No. 5/11/64 LR-II, dated 7th August, 1964, in exercise of the powers conferred on it by Clause (d) of Sub-section (1) of Section 10 of the Industrial disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of the subject-matters specified in the following schedule to the said order to me for adjudication:

SCHEDULE

1. Whether the Management of Bhamori Colliery was justified in dismissing Shri Ved Prakash Mehta, Driller, with effect from 9th April, 1964?

2. If not, what relief is the workman entitled?"

2. The facts of the case are that the dismissed workman, Shri Ved Prakash Mehta, was employed as a boring driller in the Company's Bhamori Colliery since 2nd March, 1953. Prior to this, he was a boring driller in the Bhakra-Nangal Dam, from where he was brought to work in this Colliery, the Company having paid his travelling expenses to the Colliery. From 1953 to 1962 everything went on smoothly, and there is not an adverse remark about Shri Ved Prakash Mehta's work till 13th December 1963 (Ex. E1), when the Deputy Chief Mining Engineer gave "a last warning" to him that if he was found to disobey the instructions given to him by the Boring Engineer, or any superior officer, he would be summarily dismissed from service. It appears that this notice was issued to Ved Prakash Mehta after a preliminary enquiry was held on certain charges which had been levelled against him for negligence of work, as a result of which it was alleged the bore-holes got jammed and the rods were jerked. It was further alleged that Ved Prakash Mehta had then disobeyed the instructions of the Boring Engineer.

3. Now, the incident which resulted in the ultimate dismissal of Shri Ved Prakash Mehta occurred on 18th January 1964. The misconduct with which Ved Prakash Mehta was then charged is stated in the following charge-sheet, dated 3rd March 1964 (Ex. E2) issued by the Deputy Chief Mining Engineer against him: -

1. Drilling rods got jammed on 18th January 1964 at Ekchra. Till 31st January 1964, the rods could not be recovered. You had started recovering the rods through left-hand gears.

In other words, labour for two weeks was wasted and no useful purpose was done.

2. On 4th February 1964, you discussed with the Boring Engineer to install the left-hand tap in the guide-pipe; but when the Boring Engineer inspected the job, the guide-pipe was found lying on the surface and you told him that the guide-pipe could not take the couplings.

You on your own had installed the left-hand tap without the guide-pipe and that too you had selected the bigger tap for which the Boring Engineer had not given approval.

On 4th February 1964, the positions remained the same—instead of right-hand rods, the left-hand rods were jammed.

3. On 5th February 1964, you proceeded on leave and you left behind a job as it was on 10th January 1964.

4. During the last four months, since you started to write the diary, it is noticed that not a single job had been completed with success.

The charge-sheet stated that the acts of misconduct amounted to "item of major misdemeanour under Clause 10(1)(c) and 10(1)(i) of the Standing Orders and would warrant your dismissal from service." He was also required to show cause within 48 hours of the receipt of the charge-sheet by him, why he should not be dismissed from service or otherwise punished. He was informed that if he failed to submit his explanation as required, the matter would be disposed of without any further reference to him. Ved Prakash Mehta submitted his written explanation on 18th March 1964 (Ex. E3). The management was not satisfied with this explanation and a domestic enquiry was held. The Enquiry Officer, by his report

dated 30th March 1964 (Ex. E6) found Ved Prakash Mehta not guilty of charges 3 and 4, but found him guilty of charges 1 and 2. Therefore on 8th April 1964 the Deputy Chief Mining Engineer issued a dismissal order against Ved Prakash Mehta (Ex. E5) and on 30th April 1964 Ved Prakash Mehta addressed a representation to the Company (Ex. E4) to reconsider its decision and reinstate him in service. This not having been done, an industrial dispute was raised, which was referred to the Conciliation Officer, and the conciliation proceedings having ended in failure, the dispute was referred to adjudication.

4. The Union, in its Statement of Claim dated 1st September 1964, after recording that Ved Prakash Mehta was previously employed at the Bhakra-Nangal Dam, and was brought to this Colliery in 1953, has stated that everything went on well till 1962, when Shri Amarnath Mehta, son of the Boring Engineer, Shri H. B. L. Mehta, was appointed to the Boring Department of the Colliery, after which Shri H. B. L. Mehta started finding fault with his work. The Union has alleged that on 24th November 1963, the Boring Engineer had issued a letter alleging certain charges against Ved Prakash Mehta, who, in his reply, had asked for a proper enquiry. However, only a preliminary enquiry was held, and that too, in his absence, and he was addressed a last warning on 13th December 1963 (Ex. E1). The Union has alleged, in its Statement of Claim, that in between, an attempt to assault Ved Prakash Mehta by one Bhayalal, fitter, had occurred, and that the matter was reported to the Boring Engineer, but no action was taken by him. The Union has alleged that during a discussion which Shri B. P. Sharma, the Vice-President of the Union, had with the Chief Surveyor, when Shri A. K. Moitra, the Personnel Officer of the Company and Shri D. N. Dutta, General Secretary of the Union, were also present, it was admitted by the Chief Surveyor that the jamming of the rods ordinarily takes place during the course of the drilling work. The Union has alleged that during those discussions with the Chief Surveyor it was also brought to his notice that a similar incident had taken place in Eklehra Colliery in the second week of April, 1964, when also the Management had not been able to recover the drilling rods from the bore-holes, and in that case the Management had not charged anybody for the loss which it had sustained. The Union cited this case to show that the jamming of rods in boring-holes is not something unusual, and an act which would not warrant the dismissal of a boring driller. It has, in its written statement pointed out that on 28th April 1964, drilling rods were jammed on Diesel Machines at 210—250 feet depth, while reaming a bore-hole just behind Eklehra Railway Station, and that too by a workman who had put in more than twenty years service, and though the Management had not been able to recover the drills in that case also till today, no action was taken against the workman concerned. The Union has alleged that Ved Prakash Mehta was an active Trade Union worker, and that this was not liked by the Boring Engineer, who was for that reason, also trying to harass Ved Prakash Mehta, and he (Boring Engineer) made the incident of 18th January 1964 an excuse to victimise him. The Union has alleged that the son of the Boring Engineer, Shri Amernath Mehta, is also working in the Boring Department, and although he is not technically qualified and has no practical experience, he was appointed to the higher post; and that Shri H. B. L. Mehta was afraid that Ved Prakash Mehta would be a competitor against his son, particularly as Ved Prakash Mehta was looking after the work of the Boring Engineer whenever he was absent; and that was the reason why the senior Shri Mehta tried to make capital out of the incident of 18th January 1964 to get rid of Ved Prakash Mehta. The Union has alleged in its written statement that the senior Shri Mehta had written a letter to Ved Prakash Mehta's father stating that Ved Prakash Mehta was in danger, and he (the father) should call him back immediately to his native place, otherwise he (Ved Prakash Mehta) would get into serious difficulties. In the penultimate paragraph of its Statement of Claim, the Union has submitted that the charge-sheet was served three months after the incident which showed that the charge-sheet was the result of an after-thought; that the incident had occurred in the presence of the Boring Engineer himself, and if the offence was so serious as alleged, it was not understood why the Management took three months to charge-sheet Ved Prakash Mehta for this act of negligence. The Union has submitted that the action of the Management shows that the case was made up against Ved Prakash Mehta with a view to victimise him and to make room for the some of the Boring Engineer.

5. The Company, in its written statement dated 10th September 1964, has stated that Ved Prakash Mehta was working as a driller in the Drilling Department under the overall charge of the Chief Surveyor; that Ved Prakash Mehta was found habitually negligent in the discharge of his duties and also found consistently to disregard the instructions of the Chief Surveyor; that on 13th December 1963 Ved Prakash Mehta was given a final warning after a preliminary enquiry was held on the charge-sheet brought against him (Ex. E1), which Ved Prakash

Mehta, had, in conciliation proceedings, admitted as having been received by him. The Company has alleged that Ved Prakash Mehta had not disputed the contents of that letter; that thereafter on 3rd March 1964, a charge-sheet (Ex. E2) was served upon Ved Prakash Mehta, and after receipt of his explanation, a departmental enquiry was held, in which Ved Prakash Mehta participated fully, and where he also produced his witnesses; that the Enquiry Officer had found him guilty of the charges 1 and 2 which had been levelled against him. The Company, in its written statement (Paragraph 5), has stated that the Management had lost confidence on account of Ved Prakash Mehta's repeated negligence of duties and disregard of office instructions and that considering all these facts, his dismissal from service by the Company's Order dated 8th April 1964 was justified. The Company, in para 6 of its written statement, has referred to the representation dated 30th April, 1964 (Ex. E4) which Ved Prakash Mehta had addressed after his dismissal from service and where he had stated as follows:

"I would like to point out that such a minor mistake always happens in a department like ours, and previously so much action was never taken against anybody."

The Company has considered this statement in Ved Prakash Mehta's letter of 30th April 1964 as amounting to Ved Prakash Mehta having admitted his guilt. I may straight away on this point say that I feel that this is not a fair inference to draw. Clearly, what Ved Prakash Mehta was trying to say was that the ramming of rods is a common occurrence in this work—and that in the past no one had been punished for it. In other words, that jamming of rods was not treated as a misconduct. As I shall show presently, even the Boring Engineer at the departmental enquiry had admitted that the jamming of the rods was an act of nature. But to continue, the Company in para 7 of its written statement, has submitted that the dismissal of Ved Prakash Mehta was legal and justified, and that at a meeting with the recognised Union's representatives, the Chief Surveyor of the Company had told the Union representatives that Shri Ved Prakash Mehta was cautioned by him verbally on more than one occasion. In para 8 of its written statement, the Company has referred to the Union's accusation that Ved Prakash Mehta was victimised on account of the Boring Engineer's son having been appointed in the Boring Department, and it has submitted that Ved Prakash Mehta "could never have aspired for the position of the Boring Engineer's son, as he is nowhere near him in his capabilities and therefore there should be no malice on that account"; that on the contrary, the Boring Engineer had always tried to protect Shri Ved Prakash Mehta, and the accusation of personal enmity was false. The Management had denied that Shri Ved Prakash Mehta's dismissal had anything to do with the Union activities of Ved Prakash Mehta, and it has denied knowledge of Ved Prakash Mehta's Union interests. The Management has submitted that there is no merit in the Union's demand for reinstatement in service of Ved Prakash Mehta.

6. I may pause here and state that at my request, I was furnished with a copy of the Standing Orders of the Company on 5th May 1964, by the Company's covering letter dated 30th April 1965, and I find Clause 10(1)(c) and 10(1)(i) of the Company's Standing Orders, which are referred to in the charge-sheet against Ved Prakash Mehta dated 3rd March 1964, are as follows:—

"10. An employee may be suspended for a period not exceeding four days at a time, fined or dismissed without notice or any compensation in lieu of notice if he is found to be guilty of misconduct and the following acts and omissions shall be treated as misconduct:

10(1)(c). Damage to employers' property.

10(1)(i). Habitual negligence or neglect of work."

I may state that at the hearing neither party led oral evidence before me and both parties contended themselves with relying on the documents on record, to each of which I shall presently refer.

7. Before dealing with the merits of the case, it is necessary to state the circumstances in which an Industrial Tribunal will interfere with the findings of a domestic tribunal. The leading case which lays down the law on the subject, and which has been followed in subsequent rulings, is the case of the Indian Iron & Steel Co. vs. their workmen. (1958—I LLJ, page 261). In that case, their Lordships of the Supreme Court observed as follows:

"Undoubtedly, the management of a concern have power to direct its own internal administration and discipline, but the power is not unlimited, and when a dispute arises Industrial Tribunals have been given the power to see whether the termination of service of a workman

justified, and to give appropriate relief. In cases of dismissal on misconduct, the Tribunal does not however act as a court of appeal and substitute its own judgment for that of management. It will interfere,

1. When there is want of good faith,
2. When there is victimisation or unfair labour practice,
3. When the management has been guilty of basic error or violation of principle of natural justice,
4. When on the materials, the finding is baseless or perverse.

I shall now deal with the materials on record to examine whether the instant case falls within any of these four exceptions.

8. Now, as I have stated earlier, the enquiry officer found the accused guilty on charges Nos. 1 and 2, and not guilty on charges Nos. 3 and 4. Now, charge No. 1 was in the following words:

"Drilling rod got jammed on 18th January 1964 at Eklehra R.H. No. 867. Till 30th January 1964 the rods could not be recovered. You had started recovering the rods through the left-hand gears.

In other words, labour for two weeks was wasted and no useful purpose was done."

Now, it is clear from the answer given by the complainant in his cross-examination by the accused at the domestic enquiry that the jamming of rods was an act of nature. Ved Prakash Mehta asked the complainant the following question:

- Q. The bars jammed due to natural calamity; and there is no neglect on my part?
- A. I accept but later on while recovering the rods the tap which was not told to him why did he install. He thinks he is more experienced and qualified.

From this answer it is quite clear that the complainant accepted that the jamming was an act of natural calamity. Now, the enquiry officer in his report referring to this admission of the complainant has stated as follows, when dealing with charge No. 1.

"It is an admitted fact that the rods jammed and could not be recovered. The rods jam even due to natural calamity as admitted even by the complainant himself in his cross-examination, but the point to be decided is what precaution had the accused taken to prevent the jamming of the rods. On a perusal of the statements of the parties before me, I find that the accused did not take any precautions."

Now, from the charge-sheet it is clear that the charge was not that Ved Prakash Mehta had not taken precautions to prevent jamming, but that the charge was that due to jamming, the rods could not be recovered, and that the workmen had sought to recover the rods through the left-hand gears. The charge is therefore, not one of failure to take the necessary precaution to prevent jamming, but for the subsequent loss which was caused to the Company by the jammed rods not being recovered. This is clear from the sub-para 1 under charge 1 which states "in other words, the labour for two weeks was wasted and no useful purpose was done." I am afraid that the finding of guilt on charge No. 1 was reached by the Enquiry Officer on a confused understanding of charge No. 1. I am afraid the finding of guilt on charge No. 1 is therefore not substantiated by the record of the enquiry, and the finding must therefore be deemed to be perverse, and covered by exception 4 in the Supreme Court's ruling in the Indian Iron & Steel Company's case.

9. With regard to charge No. 2 it relates to the non-recovery of rods. It was admitted at the hearing that 26 rods were recovered and only 7 rods were not recovered. On this charge, the Enquiry Officer in his findings has stated as follows:

"The accused admits in his reply to charge-sheet that he had discussed with the complainant about the installation of left hand tap with the guide-pipe but on the working spot when he tried it it could not take the coupling. So he started recovering rods with other tap which was not

approved by the complainant. *In the interest of the work he might have been correct, but he should have reported the fact to the complainant either immediately, or at least when the complainant himself visited the spot for his guidance.*" (Underlining mine)

Thus, the finding of the Enquiry Officer on charge 2 is that the accused had acted correctly and in the interest of the work but he finds him guilty for not having reported the fact to the complainant either immediately or when the complainant visited the spot. However, there is not a word in charge No. 2 (Ex. E2) that the misconduct was that he had failed to report to the complainant immediately or later. I am, therefore, of the opinion that the finding of the Enquiry Officer on the second charge also has been based on a wrong conception of what the real charge was, and therefore must be held to be perverse.

10. I may here mention that I specifically asked the Company's Personnel Officer to state what was the value of the 7 rods which are not recovered, but Shri Moitra was not in a position to enlighten me on the value of the property lost. It is not denied that rods do get jammed and that sometimes the rods are not recovered. From the statements and admissions made at the hearing it does appear that the jamming of rods is not an unusual occurrence leading to loss of some rods, and it was, therefore, that the value of the 7 rods which were lost became important. But on this point, there is no evidence from the Company's side.

There is yet another ground on which I feel the enquiry has been materially defective. The misconduct with which the accused was charged are under Clauses 10(1)(c) and 10(1)(i) of the Standing Orders, which I have extracted above. The Enquiry Officer in his report has nowhere referred to the accused having been guilty of misconduct under those Standing Orders. Nor does the dismissal order refer to the Standing Orders. At the hearing Shri Moitra, the Personnel Officer, did not refer to the Standing Orders, and it was only at my request that they were made available to me. As I have shown earlier, these two standing orders deal with the misconducts of damage to employers' goods or property and habitual negligence or neglect of work.

11. Now, with regard to misconduct under 10(1)(c) it is not clear what was the case of the Company with regard to damage to property of the employers as in charge 2 no reference is made as to what was the property that was damaged. There is no finding of the Enquiry Officer as to what property exactly was damaged and what was the extent of the loss caused to the management. Nor, is there reference to that in the dismissal order. With regard to clause 10(1)(i) of the Standing Order, before Ved Prakash Mehta could be found guilty of the misconduct enumerated in that order it should have been established that he was guilty of habitual negligence or neglect of work. But there is no finding on that issue in the Enquiry Officer's report. Nor is there a word of this in the order of dismissal. This, in my opinion is a material defect. Now, before Ved Prakash Mehta could have been found guilty of the misconduct of "habitual negligence or neglect of work", it should have been established that there had been other previous acts of negligence or negligence of work. Now, as I have stated earlier Ved Prakash Mehta joined the service of this Company in 1953 when he was brought by this Company from the Bhakra-Nangal Dam where he was a driller. There was not even an adverse remark against him till 1962. Thereafter on 13th December 1963 (Ex. E1) he was served with a last warning. This, incidentally, was the first warning given to him and it was termed as the last warning. Now, from the warning (Ex. E1) it is clear that this warning was given after only a preliminary enquiry had been held by the Labour Welfare Officer, at which he was not asked to remain present. There is nothing to show that a regular enquiry on that charge was held, at which Ved Prakash Mehta had been allowed to put forward his defence. No doubt, Ved Prakash Mehta has signed in acknowledgement of the receipt of this final warning, but the admitted circumstance that this warning was given after merely a preliminary enquiry which was held in his absence does not establish that Ved Prakash Mehta had been found guilty of the misconducts with which he was charged after a proper enquiry at which he had been given an opportunity to defend himself. Therefore, the only thing against him was this one and only warning, given to him as the result of an *ex parte* preliminary enquiry and which had been administered to him after 10 years of blameless continuous service as a driller. In my opinion the story of oral warnings which have been given to him is not established.

12. At a late stage of the hearing of this dispute, Shri Moitra for the first time urged a legal objection against the maintainability of this reference. He argued

that this was an individual dispute and not an industrial dispute. This objection is nowhere stated in the written statement of the Company. Shri Moitra advanced no arguments in support of this objection beyond merely stating it. He, however, admitted that the Union which has sponsored the case of the workmen is a registered Union and he also admitted that this Company recognises and has dealt with this Union as representing the workmen of this colliery. It is also admitted it was this Union that raised the industrial dispute, took it to conciliation and had it finally referred to adjudication. It is thus clear that this Union representing the workmen of the Colliery, had espoused the cause of this individual workman, and that therefore, this is an industrial dispute as defined in Section 2(K) of the Industrial Disputes Act, 1947 (Act XIV of 1947).

13. Shri Moitra, Personnel Officer of the Company next stated that the Evidence Act does not apply to domestic enquiry and he has relied upon the observations to that effect in the judgment of the High Court of Calcutta in the case of the Statesman (Private Limited) vs. Deb. H. R. (1962 I LLJ page 733). That unquestionably is so. The domestic enquiry is not challenged by the Union on the ground that the rules of the Evidence Act were not followed at the enquiry. I have held that the finding of the enquiry officer was bad because it was perverse.

14. Shri Moitra has next referred to the judgement of the Madras High Court in the case of Tharyan; Matthews and Messrs. Products India Limited and another (1964 I LLJ page 500), where it was held that "where the misconduct on the part of an employee is of a substantial and serious nature as to undermine the confidence that could be placed in him consistent with the duties he has to discharge, the employer would be justified in summarily dismissing such employee. Even one serious instance of mis-conduct is sufficient to substantiate such dismissal." But in this case, as I have stated earlier, the misconduct was clearly not of such a serious nature as to justify his dismissal on the ground of loss of confidence. As I have stated earlier, the earlier warning was given after only a preliminary enquiry was held, and there are instances cited by the Union and not contradicted by the Management, that in other cases where rods got jammed and some rods were not recovered, no action at all was taken against the concerned boring driller.

15. Shri Moitra has next relied on the case of Saran Motors Private Limited, New Delhi and Vishwanath and another (1964 II LLJ page 142). In my opinion, the facts of this case were different. Here the enquiry was held by a person who was sometimes employed by the employer as a lawyer, and it was therefore argued on behalf of the workmen that he had become incompetent to hold the domestic enquiry. Their Lordships held that it was obviously unsound to take the view that a lawyer who is not a paid officer of the employer is incompetent to hold an enquiry because he is the employer's lawyer and is paid remuneration for holding the enquiry. The second objection urged against the domestic enquiry in that case and accepted by the Tribunal was that because the Enquiry Officer, Shri Chadha, had dealt in great detail with the evidence given on behalf of the respondents and had considered the Management's evidence somewhat briefly, it showed that his approach was perverse. Their Lordships of the Supreme Court held that this ground was misconceived, and must be rejected. Their Lordships observed:

"It may be that the Tribunal itself may have been inclined to prefer the evidence held on behalf of the respondents, but that is no reason for holding that Shri Chadha was activated by bias or that he adopted a double standard in dealing with the evidence laid before me."

In this case, that is not the ground on which I am not accepting the finding of the Enquiry Officer. Here the Enquiry Officer had come to a perverse finding which could not be supported on the answers given by the witnesses and because of a mis-understanding of the charges.

16. I am quite conscious that even a single act of negligence or neglect of work could justify dismissal, particularly if there is a loss of confidence (see 1964 I LLJ, page 500 cited earlier). But when the charge is of habitual negligence and the only one earlier warning is the result of preliminary *ex parte* enquiry, and when the finding of the domestic Tribunal is perverse, the Tribunal, in my opinion, would be justified in interfering with the finding of the domestic tribunal, and setting aside the dismissal order based on such finding.

17. In the result, I hold that the finding of the enquiry officer was perverse and based on a misconception of the charge and of the misconducts under the standing orders with which the workman was charged.

18. Neither party has led any oral evidence and I have dealt with the seven exhibits on record. In the overall result, my finding on issue No. 1 is that the

management of Bhamori Colliery was not justified in dismissing Shri Ved Prakash Mehta, driller, with effect from 9th April 1964. Under issue 2 under reference I am to determine what is the relief the workman is entitled to. In my opinion, the proper order to make would be to direct that Ved Prakash Mehta be reinstated in service with half his back wages from the date of his dismissal till the date of his reinstatement in service. I direct that he be reinstated in service in his old post of driller within one month from the date this Award becomes enforceable, with benefit of continuity of service.

19. I think this is a fit case where some provision for costs should be made in favour of the Union, I therefore, award Rs. 150 as costs in favour of the Union, payable within a month from the date this Award becomes enforceable.

(Sd.) SALIM M. MERCHANT,

Presiding Officer.

[No. 5/11/64-LRII.]

ORDERS

New Delhi, the 11th June 1965

S.O. 1942.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Jaipuria Kajora Colliery (P.O. Ondal, District Burdwan) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the management of Jaipuria Kajora Colliery was justified in stopping their workmen Shri Aklu Bhui, Shale Picker, from work for the period from 23rd December 1964 to 28th April 1965?
- (2) If not, to what relief is the workman entitled?

[No. 6/30/65-LR.II.]

S.O. 1943.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Sanctoria Colliery of M/s. Bengal Coal Company Limited (P.O. Dishergarh, Burdwan) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.-

SCHEDULE

1. Whether the suspension of Shri G. P. Banerjee, Head Time-keeper of Sanctoria Colliery of M/s. Bengal Coal Company Limited for 10 days with effect from the 16th March, 1965, was justified?
2. If not, to what relief is the workman entitled?

[No. 6/78/65/LRII.]

H. C. MANGHANI, Under Secy.

New Delhi, the 9th June 1965

S.O. 1944.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, the same having been previously published as required by the said sub-section, namely:—

Amendment Scheme

1. This Scheme may be called the Madras Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1965.

2. In the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, in clause 4, after sub-clause (e), the following sub-clause shall be inserted, namely:—

“(ee) providing medical facilities for listed dock workers;”

[No. 531/7/65-Fac.]

K. D. HAJELA, Under Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 2nd June 1965

S.O. 1945.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor-General in relation to persons in the Indian Audit and Accounts Department the President hereby makes the following Regulation further to amend the Civil Service Regulations, namely:—

1. These regulations may be called the Civil Service (SECOND Amendment) Regulations, 1965.

2. In the Civil Service Regulations, after Article 738, the following Article shall be inserted, namely:—

“738A. Where the Government are satisfied on the evidence placed before them by a Government servant in respect of whom a medical report for the purpose of grant of wound or other extraordinary pension has been received by them, of the possibility of an error of judgment in the decision of the Medical Board which examined him, the Government may direct a second Medical Board consisting of members other than those who constituted the first Medical Board to examine the officer and submit a report to the Government in the matter: pension shall be granted to the officer in accordance with the decision of the second Medical Board.”

[No. F. 19(2) E.V. (A) 64]

S.O. 1946.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely:—

1. These Rules may be called the General Provident Fund (Central Services) (Amendment) Rules, 1965.

2. In the General Provident Fund (Central Services) Rules, 1960—in rule 10-A, after the words “balance outstanding against it”, the brackets and words “with interest)” shall be inserted.

[This rule was last amended vide Ministry of Finance Notification No. F.4(15)-EV(B)/63-GPF dated the 24th July, 1964 published as S.O. 2677 dated the 24th July, 1964.]

[No. F.27(2)-EV(B)/65-GPF.]

S.O. 1947.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Contributory Provident Fund Rules (India), 1962, namely:—

1. These Rules may be called the Contributory Provident Fund (India) (Amendment) Rules, 1965.

2. In the Contributory Provident Fund Rules (India), 1962—in rule 18, after the words “the balance outstanding against it”, the brackets and words “(with interest)” shall be inserted.

[This article was last amended *vide* Ministry of Finance Notification No. F.4(15)-EV(B)/63CPF dated the 22nd July, 1964 published as S.O. 2568 dated the 22nd July, 1964.]

[No. F.27(2)-E.V.(B)/65-CPF.]

S.O. 1948.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Extraordinary Pension) Rules, 1939, namely:—

1. These rules may be called the Central Civil Services (Extraordinary Pension) Amendment Rules, 1965.

2. In the Central Civil Services (Extraordinary Pension) Rules, 1939, after sub-clause (iv) of sub-rule (4) of rule 13, the following sub-rule shall be added, namely:—

(5) Where the Government are satisfied on the evidence placed before them by a Government servant in respect of whom a medical report for the purpose of grant of injury or other extraordinary pension has been received by them, of the possibility of an error of judgment in the decision of the Medical Board which examined him, the Government may direct a second Medical Board consisting of members other than those who constituted the first Medical Board to examine the officer and submit a report to the Government in the matter: pension shall be granted to the officer in accordance with the decision of the second Medical Board.”

[No. F.19(2)-E.V.(A)/64.]

C. K. SUBRAMANIAN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 9th June 1965

S.O. 1949.—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Companies Act, 1949, the Central Government, after considering an application made by the Reserve Bank of India under sub-section (1) of that section, hereby makes an order of moratorium in respect of the Josna Bank Ltd., Cochin, for the period from the close of business on the 12th June 1965 up to and inclusive of the 12th October 1965 and hereby stays the commencement or continuance of all actions and proceedings against that banking company during the period of moratorium, subject to the condition that such stay shall not in any manner prejudice the exercise by the Central Government of its powers under clause (b) of sub-section (4) of section 35 of the said Act or the exercise by the Reserve Bank of India of its powers under section 38 of the said Act.

2. The Central Government hereby also directs that, during the period of moratorium granted to it, the Josna Bank Ltd., Cochin, shall not, without the permission in writing of the Reserve Bank of India,

(a) grant any loan or advance, incur any liability, make any investment or agree to or disburse any payment, whether in discharge of its liabilities and obligations or otherwise, or enter into any compromise or

arrangement, except to the extent and in the manner provided hereunder:—

- (i) a sum not exceeding 10 per cent of the total balance in every savings bank or current account or in any other deposit by whatever name called, provided that the sum total of the amounts paid in respect of the accounts standing in the name of any one person (and not jointly with that of any other person) does not exceed Rs. 250 and provided further that no amount shall be paid to any depositor who is indebted to the bank in any way;
- (ii) the amounts of any drafts or pay orders issued by the said bank and remaining unpaid on the date on which the order of moratorium comes into force;
- (iii) the amounts of the bills received for collection on or before the 12th June 1965 and realised before, on or after that date;
- (iv) any expenditure which has necessarily to be incurred in connection with any suits or appeals filed by or against or decrees obtained by the said bank or for realising any amounts due to it, provided that if the expenditure in respect of each such suit or appeal or decree or proceeding is, in excess of Rs. 250 the permission in writing of the Reserve Bank of India shall be obtained before it is incurred;
- (v) any expenditure on any other item in so far as it is in the opinion of the banking company necessary for carrying on the day-to-day administration of the banking company, provided that where the total expenditure on any item in any calendar month exceeds the average monthly expenditure on account of that item during the six calendar months preceding the order of moratorium, or if no expenditure has been incurred on account of that item in the past exceeds a sum of Rs. 250, the permission in writing of the Reserve Bank of India shall be obtained before the additional expenditure is incurred;

(b) sell, transfer or otherwise dispose of any of its immovable properties except in pursuance of any agreement entered into by it prior to the 13th June 1965.

3. The Central Government hereby also directs that the Josna Bank Ltd., Cochin may, during the period of the moratorium granted to it, make the following further payments, namely, the amounts necessary for repaying loans or advances granted against Government securities or other securities to the Josna Bank Ltd., Cochin by the Reserve Bank of India or the State Bank of India or any of its subsidiaries or by any other bank and remaining unpaid on the date on which the order of moratorium comes into force.

4. The Central Government hereby further directs that during the period of moratorium, the Josna Bank Ltd., Cochin shall be permitted to operate its accounts with the Reserve Bank of India or with any other bank for the purposes of making the payments aforesaid, provided that nothing in this order shall be deemed to require the Reserve Bank of India or any other bank aforesaid to satisfy itself that the conditions imposed by this order are being observed before any amounts are released in favour of the Josna Bank Ltd., Cochin.

5. The Central Government hereby further directs that the Josna Bank Ltd., Cochin may, during the period of moratorium, return any bills which have remained unrealised to the persons entitled to receive them on a request being made in this behalf by such persons, if the bank has no right or title to, or interest in, such bills.

6. The Central Government hereby also directs that the Josna Bank Ltd., Cochin may release or deliver goods or securities which may be pledged, hypothecated or mortgaged or otherwise charged to it against any loan, cash credit or overdraft

- (i) in any case in which full payment towards all the amounts due from the borrower or borrowers, as the case may be, has been received by the bank, unconditionally; and

(ii) in any other case, to such an extent as may be necessary or possible, without reducing the proportions of the margins on the said goods or securities below the stipulated proportions or the proportions which were maintained before the order of moratorium came into force, whichever may be higher.

[No. F. 17(14)-BC/65.]

New Delhi, the 10th June 1965

S.O. 1950.—Statement of the Affairs of the Reserve Bank of India, as on the 4th June, 1965

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	29,07,48,000
		Rupee Coin	5,15,000
Reserve Fund	80,00,00,000	Small Coin	3,55,000
National Agricultural Credit (Long Term Operations) Fund	86,00,00,000	Bills purchased and discounted:—	
		(a) Internal	..
		(b) External	..
National Agricultural Credit (Stabilisation) Fund	9,00,00,000	(c) Government Treasury Bills	57,17,63,000
National Industrial Credit (Long Term Operations) Fund	10,00,00,000	Balances held Abroad*	3,53,69,000
		Investments**	162,97,53,000
		Loans and Advances to:—	
		(i) Central Government	..
		(ii) State Governments@	91,61,71,000

Deposits:—

(a) Government :—

(i) Central Government . . .

73,27,61,000

Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—

(ii) State Governments . . .

13,10,32,000

(a) Loans and Advances to:—

(i) State Governments . . .

29,87,64,000

(ii) State Co-operative Banks . .

10,53,54,000

(iii) Central Land Mortgage Banks . .

..

(b) Banks :—

(i) Scheduled Banks . . .

89,58,89,000

(b) Investment in Central Land Mortgage Bank Debentures 4,76,06,000
Loans and Advances from National Agricultural Credit
(Stabilisation) Fund—

(ii) State Co-operative Banks . .

3,86,07,000

Loans and Advances to State Co-operative Banks ..

(iii) Other Banks . . .

2,78,000

Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—

(c) Others

171,15,72,000

(a) Loans and Advances to the Development Bank 1,24,93,000

Bills Payable

42,91,82,000

(b) Investment in bonds/debentures issued by the Development Bank ..

Other Liabilities

97,13,98,000

Other Assets

59,06,42,000

Rupees . .

681,07,19,000

Rupees . .

681,07,19,000

*Includes Cash and Short-term Securities.

**Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

② Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 45,61,00,000 advanced to scheduled banks against usance bills under section 17(4)(c) of the R. B. I. Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 9th day of June, 1958.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 4th day of June, 1965

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department			Gold Coin and Bullion :—		
Notes in circulation	29,07,48,000	27,19,37,27,000	(a) Held in India	133,75,66,000	
Total Notes issued	2748,44,75,000		(b) Held outside India	..	
			Foreign Securities	70,00,13,000	
				TOTAL	203,75,79,000
			Rupee Coin	91,61,56,000	
			Government of India Rupee Securities	2453,07,40,000	
			Internal Bills of Exchange and other commercial paper	..	
TOTAL LIABILITIES	2748,44,75,000		TOTAL ASSETS	2748,44,75,000	

Dated the 9th day of June, 1965.

P. C. BHATTACHARYYA,
Governor.

[No. F. 3(2)-BC/65.]
R. K. SESHADRI Director (Banking).

(Department of Economic Affairs)

(Office of the Treasurer of Charitable Endowments for India)

New Delhi, the 15th June 1965

S.O. 1951.—The following list of properties and of securities as on the 31st March, 1965 and abstract of accounts of interest for the year 1964-65 in respect of Charitable Endowments (Central) held by the Treasurer of Charitable Endowments for India or his agents, under the Charitable Endowments Act, 1890 (6 of 1890) are published for general information.

PART I—LIST OF PROPERTIES, OTHER THAN SECURITIES

Serial No.	Particulars of Vesting Order		Name of Endowment	Administrators of Property	Property held			Remarks
	No.	Date			Description	Value	Annual in- come, if known	
1	2	3	4	5	6	7	8	9

INDIA

1	Ministry of Rehabilitation Notification No. RHC/11(5)/52 as amended by the Ministry of Education Notifications Nos. F-31-64/58-U. 5(I) and F-31-64/58-U.5(II).	5th September, 1952. 21st May, 1960.	The Deshbandhu College (Delhi) Fund.	Board of Administration composed of :— (a) Secretary to the Government of India, Ministry of Education, who will be the Chairman. (b) An Officer of the Government of India nominated by the Ministry of Education. (c) An Officer of the Government of India, Ministry of Rehabilitation.	All that piece or parcel of land along with all buildings and structures standing thereon, situated at Kalkaji, Delhi, (Block F—Kalkaji) containing by admeasurment 7.90 acres or thereabouts and bounded : On the North East by a Road and shopping centre beyond. On the North West by a road and three-roomed quarters in block 'F' beyond. On the South East by a road and H Block of quarters beyond. On the South West by open land.	Not known.	Not known.
---	--	---	--------------------------------------	---	--	------------	------------

			(d) Five other persons preferably non-officials nominated by the Government of India.	An additional piece or parcel of land along with buildings and structures, if any, thereon situated at Kalkaji, Delhi containing by admeasurment 9.57 acres of land or thereabouts and bounded :	
			(e) Principal of the Deshbandhu College, Kalkaji.	On the North East by a road and 4 Block quarters beyond; and	
			(f) Two representatives elected by the members of the teaching staff of Deshbandhu College, Kalkaji.	On the North West (i) by open land ; and (ii) land already allotted earlier.	
			(g) Two members nominated by the University of Delhi.	On the South East (i) road and H Block of quarters beyond ; (ii) by open land.	
				On the South West by a road and open land.	
2	Ministry of Health Notification No. F. 4-3(2)/53-MI, as amended by the Ministry of Health Notification No. F. 4-2/61 MII(ME).	12-6-1953 27-11-1963	The Lady Hardinge Hospital for Women and Children, Delhi, Fund.	Board of Administration, Lady Hardinge Medical College and Hospital.	Rs. 63,50,537.00 Not known ..
				Land and buildings of the Lady Hardinge Medical College and Hospital, Delhi, together with all fixtures, furniture, equipment etc. The area of the Lady Hardinge Medical College and Hospital, Delhi—49.82 acres.	
				Location—Punchkuin Road. Boundries : North—Punchkuin Road. South—Lady Hardinge Raod. East—Connaught Circus. West—Baird Raod. Survey No. CE 2370.	
				L.D.O. No. 94	
				Terms—Leased to the institution by the Land and Development Officer, Delhi on a nominal rental of Re. 1/- per annum.	

I	2	3	4	5	6	7	8	9
Number of buildings including mosque, church etc. 71 in all. Approximate cost of buildings assessed by the Land and Development Officer, Delhi Rs. 63,50,537/-.								
3	Ministry of Health Notification No. F. 14-26/61-Instt.	31-8-1962	Pasteur Institute of India.	Members of the Association of the Pasteur Institute of India.	1. Anti-Rabies Research Centre building, Kasauli. 2. Lady Linlithgo Sanatorium building, Kasauli. 3. Shelton Lodge, Kasauli.	Not known	Not known	..
MAHARASHTRA								
1	G.I.H.D. Education No. 433.	27th May, 1909.	The Indian Institute of Science.	The Collector of Bombay, Shri Nar-yosang Hormazdiar Coyajee and Shri Naval H. Tata.	“Victoria Buildings”—All that piece of freehold, situated in the Fort on the eastern side of Parsi Bazar Street, at or near the Elphinstone Circle with the messuage, tenements, buildings thereon known as ‘Victoria Buildings’ containing by admeasurement, 482 3/4 sq. yards or thereabouts.	Do.	Do.	..
2 & 3	Do.	Do.	Do.	Do.	“Albion Place and Alexandra Terrace”—All that piece of land, situated at Byculla on the eastern side of Parel Road with the messuage, tenements and buildings thereon, with their out-houses and stables known as ‘Albion Place and Alexandra Terrace’ containing by admeasurement 11,104 sq. yards or thereabouts.	Do.	Do.	..

4 & 5 G.I.H.D. Education 27th May,
No. 433. 1909.

The Indian
Institute of
Science.

The Collector of
Bombay, Shri Nar-
yosang Hormazdjiar
Coyajee and Shri
Naval H. Tata.

"Reay House" and "Sand-
hurst House"—All that
piece or parcel of leasehold
land situated on the Apollo
Reclamation, in the Island of
Bombay, containing by ad-
measurement 2,004 8/9
square yards, with the two
buildings thereon, known as
"Reay House" and "Sand-
hurst House".

Not known Not known ..

6 & 7 Do.

Do.

Do.

Do.

"Roosevelt or Ezra House"—
All that piece or parcel of
leasehold land, situated on
the Apollo Reclamation, con-
taining by admeasurement
533 square yards and 3/9
of another square yard,
with the buildings, thereon,
known as "Roosevelt House
or Ezra House" and secondly
all that piece of leasehold
land also situated on the
Apollo Reclamation, in the
Island of Bombay, containing
by admeasurement 573
square yards and 3/9 of
another square yard.

Do. Do.

8 x y Do.

Do.

Do.

Do.

"Sargent House" and "Jen-
kins House"—All that
piece or parcel of land
situated on the Apollo Re-
clamation in the Island of
Bombay, containing by
admeasurement 3487 2/9
square yards with the build-
ings thereon known as
"Sargent House" and
"Jenkins House".

Do. Do.

1	2	3	4	5	6	7	8	9
10	G.I.H.D. Education No. 433.	27th May 1909	The Indian Institute of Science.	The Collector of Bombay, Shri Nar-yosang Hormazdjiar Coyajee and Shri Naval H. Tata.	"New Shamji Buildings now known as Station Terraces, Steator Road"—All that piece of land of Foras tenure, admeasuring 2,290 square yards or thereabouts with the several messuages, tenements or dwelling houses, known as "New Shamji Buildings, Extension now known as the Station Terraces situated on the south side of the Steator Road, Bombay".	Not known	Not known	..
II	Do.	Do.	Do.	Do.	"Candy House"—All that piece of leasehold land, situated on the Apollo Reclamation in the Island of Bombay, containing by ad-measurement 529 6/9 square yards known as "Candy House".	Do.	Do.	..
12 & 13	Do.	Do.	Do.	Do.	"Land near Albion Place and Alexandra Terrace"—All that piece of land containing by admeasurement 8,570 square yards or thereabouts registered by the Collector of Bombay with other land situated at Byculla on the eastern side of Parel Road in the city of Bombay, together with messuages, tenements and dwelling houses standing thereon known as "Land near Albion Place and Alexandra Terrace."	Do.	Do.	107 8/9 sq. yards acquired by the Land Acquisition Officer for the city of Bombay.

"Land at Parel Tank Road" Firstly—All that piece of land admeasuring 67,057 square yards or thereabouts whereof 7,521 square yards is Government Toka land and 2,189 sq. yards is recently assessed Government land and remaining is Inam land situated at Parel on the public road leading to Parel Government tank, known as "Land at Parel Tank Road" (Wagchri Hill)

Secondly—All that piece of vacant Inam land admeasuring 6,005 square yards or thereabouts situated at Parel. Thirdly—All that piece of vacant land of the Government Toka tenure containing by admeasurement 1,058 square yards or thereabouts situated at and on the south side of Golangi Hill Road at Parel in the city of Bombay.

Fourthly—All that piece of vacant Government Toka land containing by admeasurement 566 square yards or thereabouts situated at and on the south side of Golangi Hill Road at Parel in the city of Bombay.

Out of 14,686 sq. yds. 15,575-80 sq. yards acquired by Government under Land Acquisition Act for the construction of the work of the Tatas Hydro Electric power and Supply Co. Ltd., in connection with its transmission lines and 37-471-52 square yards subsequently acquired in 1922 by the Land Acquisition Officer. A portion of the land at Parel Tank Road, admeasuring 2043.88 sq. yds. of C.S. No. 1/202 part and 623.33 sq. yds. of C.S. No. 203 part has been acquired by the Bombay Municipal Corporation for the purpose

1	2	3	4	5	6	7	8	9	
					Rs.	Rs.			
15	Do.	Do.	Do.	Do.	All that piece of land situated 18,44,108.28 1,99,675.08 .. on the west side of the Colaba Road at Colaba within the city and Registration Sub-district of Bombay, containing by admeasurement 2020 sq. yards or thereabouts and bounded as follows—that is to say on or towards the North by the Property of the Trustees of Sir Currimbhoy Ebrahim Baronetcy Trust, on or towards the South by the Road of Police Chowkey, on or towards the East by Colaba Road and on or towards the West by Wodehouse Road and which said piece of land is registered in the Books of the Collector of Bombay under Rent Roll No. 8509 and bears Cadestal Survey No. 48 of Colaba Division together with the buildings and erections standing thereon assessed by the Municipality of Bombay under Award Nos. 213, 214 and Street Nos. 158 and 125 of Colaba Road and Wodehouse Road and				

Street No. 154 of Lower Colaba Road respectively.

NOTE.—Some of the buildings have been proposed for sale but the sale has not been completed *vide* Government of India, Department E. H. and Lands express letter, No. D-268-EII/45, dated 15-6-45.

MADRAS

i Madras Government 25th June, The Law-
order No. 389 Edu-
cation, Government
of India, Ministry
of Defence Notifi-
cation No. 778A as
amended in Govern-
ment of India, Noti-
fication No. F. 19-
84/52-GI by the
Ministry of Defence
and Notifications 15/17th Feb-
Nos. F19-39/54/H 3
ruary, 1956
Edn., F. 19-32/57
23rd August,
D5 and F19-40/57
1957
D5 by the Ministry
of Education and 28th Nov-
Scientific Research, 2ember, 1957

1904
14th May, Fund.
1949
14th August,
1952

(a) Three represen-
tatives of the Govt.
of India of whom
one shall be from the
Ministry of Education
and Scientific Research
and shall be the
Chairman, one shall
be from the Minis-
try of Finance and
shall be the Treas-
urer of the School
and one shall be
from the Ministry
of Defence.

(b) Four other mem-
bers to be nomi-
nated by the Govt.
of India.

(a) Land in Madras bearing Sur-
vey No. 232 and measuring 15
acres 15 grounds and 1678
sq. ft. with the building thereon
known as 'Madras Military
Female Orphan Asylum'.
(b) Lands in Ketti and Ootaca-
mound in the Nilgiris District
having the Survey numbers
and extents as noted below:—

Village	S.No.	Extent
		A.C.
Ketti	1158	12.57
	1224/4	49.26
	1354/2	666.55
Ootacamund	1355/3	25.34
	1355/5	4.20
	1356/2	0.74
	1356/4	1.06
	1225	0.67
Ketti	1159/1	0.14
Ketti	1161/I-B	1.65
Ootacamund	4956	6.33-4/8

The property
is in the oc-
cupation of the
Civil Orphan
Asylum, in
consideration
of the mainta-
ining and edu-
cating 30 addi-
tional girls in
addition to the
girls of the
Asylum such
as were form-
erly admit-
ted to the
Madras Mili-
tary Female
Orphan Asy-
lum.

1	2	3	4	5	6	7	8	9
						Rs.		
UTTAR PRADESH*								
Government of U.P. 2nd April, 1918 and Notifications Nos. 29th Nov. 602/XV-301 and 808G/XV/619/1923, respectively	Giraundi Kayastha Pathshala Endowment Trust, Mirzapur.	A committee of management consisting of the Collector, Mirzapur as <i>Ex-Officio Chairman</i> and executors of the estate of late Munshi Bindeshwari Prasad, Pleader	(a) three houses situated in Mohalla Wellesleygunj, Distt. Mirzapur, bounded as follows:					
			(1) South—House of Sri Piyare Lal, North—House of Musammat Jhunna, West—Munshi Bindeshwari Prasad, Pleader	(1) South—House of Sri Piyare Lal, North—House of Musammat Jhunna, West—Munshi Bindeshwari Prasad, Pleader	600.00	Not known	..	
			(2) South—House of Munshi Bindeshwari Prasad, Vakil, North—Mosque, West—House of Shri Rameshwar Teli, East—Road.	(2) South—House of Munshi Bindeshwari Prasad, Vakil, North—Mosque, West—House of Shri Rameshwar Teli, East—Road.	600.00	Do.	..	
			(3) South—House of Shri Budhu, North—House of Munshi Bindeshwari Prasad, Vakil, West—House of Musammat Umrao, East—Road.	(3) South—House of Shri Budhu, North—House of Munshi Bindeshwari Prasad, Vakil, West—House of Musammat Umrao, East—Road.	600.00	Do.	..	
			(b) A grove situated in Mauza Giraundi, Tehsil Chunar, Mirzapur District.	(b) A grove situated in Mauza Giraundi, Tehsil Chunar, Mirzapur District.	600.00	Do.	..	
			(c) Pathshala in Mauza Giraundi, Tehsil Chunar, District Mirzapur situated in the grove mentioned in (b) above	(c) Pathshala in Mauza Giraundi, Tehsil Chunar, District Mirzapur situated in the grove mentioned in (b) above	50.00	Do.	..	

PUNJAB

Pending apportionment of properties relating to Central Charitable Endowments between India and Pakistan the list of properties could not be prepared.

*Represents accounts for the year ending 30th September, 1964.

PART II—LIST AND ABSTRACT

Case No.	Name of endowment	Persons in whose behalf held	Particulars of Securities	Total of Securities	Cash
					Interest or dividend realised
1	2	3	4	5	6
Rs. Rs. Rs.					
1	Merchant Seamen's Amenities Fund.	Merchant Seamen's Amenities Fund Committee.	3% Conversion Loan 1946 4½% Loan 1986 Treasury Savings Deposit Certificates 4% Bombay Municipal loan 1971	1,49,100.00 4,50,000.00 50,000.00 2,38,500.00	8,87,600.00 36,263.00
2	Khandpara State Trust Fund.	Board of Trustees, Khandpara State Trust Fund.	4% Loan 1972	30,600.00	30,600.00 1,224.00
3	Armed Forces Benevolent Fund.	Armed Forces Benevolent Fund General Committee.	3% 1st Development Loan 1970-75 3% Funding Loan 1966-68 Treasury Savings Deposit Certificates 3% Conversion loan 1946	21,65,200.00 5,34,000.00 81,900.00 8,00,400.00	35,81,500.00 1,08,264.00
4	Lady Hardinge Hospital for Women and Children, Delhi, Fund.	Board of Administration, Lady Hardinge Medical College & Hospital.	3% Conversion Loan 1945 4½% Loan 1986 3% 1st Development Loan 1970-75 Treasury Savings Deposit Certificates National/Plan/Defence Savings Certificates	8,05,800.00 7,300.00 25,300.00 1,13,000.00 4,61,000.00	14,12,400.00 29,704.00
5	Army Officers' Benevolent Fund.	Army Officers' Benevolent Fund General Committee.	3% Conversion Loan 1946	53,300.00	53,300.00 1,599.00
6	St. Dunstan's(India) Fund.	Board of Trustees, St. Dunstan's (India) Fund.	3% Conversion Loan 1946 3% 1st Development Loan 1970-75 4-3½% Loan 1989 Treasury Savings Deposit Certificates National/Plan Savings Certificates	92,900.00 6,08,200.00 15,000.00 1,00,000.00 60,000.00	8,76,100.00 25,951.75
7	Army Central Welfare Fund.	General Committee, Army Central Welfare Fund.	3% Conversion Loan 1946 3% 1st Development Loan 1970-75 3½% Loan 1974 4% Loan 1969 National Plan/Savings Certificate 4% Loan, 1979 Treasury Savings Deposit Certificates	19,14,300.00 2,56,000.00 35,600.00 29,28,900.00 1,62,000.00 1,60,000.00 1,00,000.00	55,56,800.00 1,94,000.00
8	Air Force Officers' Contributory Education Fund.	General Committee, Air Force Officers' Contributory Education Fund.	4% Loan 1969 Fixed Deposit with the Madras Industrial Investment Corp. Ltd. National Defence Certificates Defence Deposit Certificates 4½% Madras Loan 1976	2,72,300.00 1,95,000.00 55,000.00 1,00,000.00 40,100.00	6,62,400.00 24,156.09

ACCOUNT OF SECURITIES

Receipts		Cash Expenditure		Balance in cash	Remarks
Other cash receipts	Total cash receipts	Payments			
7	8	9		10	11
Rs.	Rs.	Rs.	Rs.		
..	36,263.00	Interest remitted	35,900.36	..	
		Fee paid to Govt.	362.64		
			<u>36,263.00</u>		
..	1,224.00	Interest remitted	1,211.76	..	
		Fee paid to Govt.	12.24		
			<u>1,224.00</u>		
..	1,07,264.00	Interest remitted	1,07,181.36	..	
		Fee paid to Government	1,082.64		
			<u>1,08,264.00</u>		
(a) 3,00,000.00	3,29,704.00	Interest remitted	39,406.95	..	
		(a) Other payments	3,00,000.00		
		Fee paid to Govt.	297.05		
			<u>3,29,704.00</u>		
..	1,599.00	Interest remitted	1,583.00	..	
		Fee paid to Govt.	16.00		
			<u>1,599.00</u>		
..	25,951.75	Interest remitted	25,692.22	..	
		Fee paid to Govt.	259.53		
			<u>25,951.75</u>		
..	1,94,000.00	Interest remitted	1,92,059.98	..	
		Fee paid to Govt.	1,940.02		
			<u>1,94,000.00</u>		
..	24,156.99	Interest remitted	23,914.53	..	
		Fee paid to Govt.	241.56		
			<u>24,156.99</u>		
					The gross interest due on the securities amounts to Rs. 24,346.49 out of which a sum of Rs. 190.40 has been deducted by way of income tax and surcharge. Action for claiming the refund is being taken.

1	2	3	4	5	6
				Rs.	Rs.
9	Thomas Reed Bell Memorial Fund.	The President, Forest Research Institute and Colleges, Dehradun.	3% Conversion Loan 1946	3,100.00	3,100.00 93.00
10	Central Post War Resettlement Fund.	The Managing Committee, Central Post War Resettlement Fund.	4% Loan 1979 National/Plan Savings Certificates Treasury Savings Deposit Certificate	22,80,000.00 1,00,000.00 1,00,000.00	24,80,000.00 99,200.00
11	Pasteur Institute of India.	Members of the Association of the Pasteur Instituto of India.	3% Conversion Loan 1946 4% Loan 1980 National/Plan Savings Certificates.	66,900.00 1,10,900.00 15,000.00	1,92,800.00 7,466.50
12	National Foundation for Teachers' Welfare	General Committee, National Foundation for Teachers' Welfare.	4 1/4% National Defence Bonds 1972	29,50,000.00	29,50,000.00 1,23,375.00
13	Sharda Rangnathan Endowment for Library Science.	Committee of the Management of the Fund.	Treasury Savings Deposit Certificate	3,900.00	3,900.00 156.00
14	Banubai Byramji Kunga Trainees' Welfare Fund of the Training Centre for the Adult Blind, Dehra Dun.	The Superintendent, Training Centre for the Adult Blind, Dehra Dun.	Premium Prize Bond 1964	100.00	100.00 ..
15	Armed Forces Reconstruction Fund.	General Committee, Armed Forces Reconstruction Fund.	3% 1st Development Loan 1970-75 3% Funding Loan 1966-68	75,73,900.00 52,93,200.00 1,28,67,100.00	79,398.00
16	Indian Gorkha Ex-Servicemen's Welfare Fund.	Committee of Administration, Indian Gorkha Ex-Servicemen's Welfare Fund.	3% 1st Development Loan 1970-75 Interest Free Prize Bonds 1965 National Savings Certificates	3,82,000.00 500.00 85,000.00	4,67,500.00 ..
17	Flag Day Fund.	Managing Committee, Flag Day Fund,	3% 1st Development Loan 1970-75 3% Conversion Loan 1946 4 1/2% Madhya Pradesh State Development Loan 1974 4 1/2% Andhra Pradesh State Development Loan 1974 4 1/2% Bihar State Development Loan 1974 4 1/2% Uttar Pradesh State Development Loan 1974 4 1/2% Madras Loan, 1972 4 1/2% Madras Loan 1974 4 1/2% Maharashtra State Development Loan 1974 National Plan Savings Certificates Premium Prize Bond 1964 Interest Free Prize Bond 1965 Treasury Savings Deposit Certificate	3,29,000.00 4,20,000.00 1,34,000.00 1,65,000.00 1,58,000.00 50,000.00 1,25,000.00 1,08,000.00 1,07,000.00 1,00,000.00 5.00 5.00 1,00,000.00	17,96,010.00 ..

7	8	9	10	11
Rs.	Rs		Rs.	Rs.
..	93.00	Interest remitted Fee paid to Govt. .	93.00 0.94 <u>93.00</u>	..
..	99,200.00	Interest remitted Fee paid to Govt. .	98,208.00 992.00 <u>99,200.00</u>	..
..	7,446.50	Interest remitted Fee paid to Govt. .	7,372.02 74.48 <u>7,446.50</u>	..
..	1,25,375.00	Interest remitted Fee paid to Govt. .	1,24,721.24 1,253.76 <u>1,25,375.00</u>	..
..	156.00	Interest remitted Fee paid to Govt. .	154.44 1.56 <u>156.00</u>	..
..	..	..	..	No interest became due on the Premium Prize Bond.
..	79,395.00	Interest remitted Fee paid to Government	78,604.02 793.98 <u>79,398.00</u>	..
..	..	..	..	Pending conversion of securities into stock no interest could be collected.

1	2	3	4	5	6
				Rs.	Rs.
MAHARASHTRA					
1	Indian Institute of Science, (Bangalore Properties).	The Council of the Indian Institute of Science Bangalore.	3% Loan 1970-75	2,04,100.00	2,04,100.00
2	Indian Institute of Science (Bombay Properties).	Do.	3% Conversion Loan 1946 3% Loan 1970-75 4% Bombay Municipal Debentures 4% Bombay Port Trust Bonds 4% Calcutta Port Trust Debentures 4% Loan 1980 4½% Loan 1986	20,22,800.00 2,78,800.00 2,47,500.00 12,000.00 12,19,200.00 2,900.00 1,300.00	6,123.00
3	Rukhjee Cowasjee of Karachi School- ship Fund.	Captain-Superintendent, I.M.M.T.S. Dulherlin, Muzgaon- Pier, Bombay-10.	3% Conversion Loan 1946	60,000.00	60,000.00
4	Chatfield Memorial Prize Fund.	1. Principal Training College for Men, Poona. 2. Principal, Training College for Men, Dharwar. 3. Principal Training College for Men, Ahmedabad.	3% Conversion Loan 1946	200.00	200.00
5	Ganesh Balwant Limaye Scholarship Fund.	Director of Education, Maharashtra State, Poona.	3% Conversion Loan 1946	56,000.00	56,000.00
6	Sir William Moore Memorial Fund.	Surgeon-Gen. with the Govt. of Maharashtra, Bombay.	3% Conversion Loan 1946	1,100.00	1,100.00
7	Kazi Shahbuddin Endowment for the encouragement of Education among Mohammedans in the Bombay Presidency.	Director of Education, Maharashtra State, Bombay.	3% Conversion Loan 1946 4% Maharashtra Loan 1969	1,45,300.00 5,100.00	1,50,400.00
8	Fund for Prizes in English in connection with the S. S. C. Examination.	Do.	3% Conversion Loan 1946 4% B.P.T. Loan	400.00 3,000.00	3,400.00
9	Sir Saseen David Trust Fund for Agriculture and Educational purposes.	Board of Trustees of the Fund, C/o Secy. to Govt. of Maharashtra, Agriculture and Forests Deptt., Bombay.	4% Madras Loan 1971 4½% Andhra Loan 1971 4% U.P. Loan 1971 4% W.B. Loan 1971	45,000.00 46,100.00 30,000.00 6,30,000.00	30,044.00

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Rs.

Rs.

Rs.

Rs.

..	6,123.00	Interest remitted Fee paid to Govt. .	: 6,061.76 61.24 <hr/> 6,123.00	..
..	1,28,370.50	Interest remitted Fee paid to Govt. .	: 1,27,086.80 1,283.70 <hr/> 1,28,370.50	..

(b) 370.00	1,710.00	Interest remitted (b) Other Payments Fee paid to Govt. .	: 1,422.00 270.00 18.00 <hr/> 1,710.00	..
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The gross interest due on the securities amounts to Rs. 1,800.00 out of which a sum of Rs. 360.00 has been deducted by way of income-tax and surcharge. Action for claiming the refund is being taken.

(b) Represents refund of income-tax and surcharge deducted during the year 1963-64.

	Fee paid to Govt.	(i) 0.02	(c) 2.48	(d) Poona (j) Dharwar (k) Ahmedabad
..	Interest remitted Fee paid to Govt. .	: 1.73 0.02 <hr/> 1.75		(c) Interest has been retained as the Institution at (i) has been closed with effect from the 1st April, 1964.

6.00	Interest remitted Fee paid to Govt. .	: 1.73 0.02 <hr/> 1.75	(j) 1.75
	Interest remitted Fee paid to Govt. .	: 1.73 0.02 <hr/> 1.75	(k) 1.75
	TOTAL . . .	: 3.52	

..	1,680.00	Interest remitted Fee paid to Govt. .	: 1,663.20 16.80 <hr/> 1,680.00	..
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..	33.00	Interest remitted Fee paid to Govt. .	: 32.66 0.34 <hr/> 33.00	..
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..	4,563.00	Interest remitted Fee paid to Govt. .	: 4,517.36 45.64 <hr/> 4,563.00	..
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..	132.00	Interest remitted Fee paid to Govt. .	: 130.68 1.32 <hr/> 132.00	..
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..	30,044.00	Interest remitted Fee paid to Govt. .	: 29,743.56 300.44 <hr/> 30,044.00	..
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1	2	3	4	5	6
				Rs.	Rs.
10	After-care Fund in connection with the Bombay State Probation and After-Care Association.	President, Maharashtra State Probation & After-Care Association, B.I.T. Block No. 33, King's Circle, Matunga, Bombay-19.	3% Loan 1966-68 3% Conversion Loan 1946	14,000.00 7,000.00	21,000.00 630.00
11	Imperial Indian Relief (Scholarship) Fund.	Director of Education, Maharashtra State, Poona.	3% Conversion Loan 1946	25,200.00	25,200.00 756.00
12	Savitribai Krishna-rao Uplab Scholarship Fund.	Do.	3% Conversion Loan 1946	12,800.00	12,800.00 384.00
13	Bombay Province Agricultural Show Fund.	Director of Agriculture, Maharashtra State, Poona	3% Conversion Loan 1946 4% Bombay S.D. Loan 1967	4,16,000.00 12,000.00	4,18,000.00 12,560.00
14	Saiyid Saiyid Miyan Ahmed Miyan Kadri Scholarship Fund.	Director of Education, Maharashtra State, Poona.	3% Conversion Loan 1946 4% B.P.T. Loan	5,600.00 22,500.00	28,100.00 1,068.00
15	Dr. Ramchandra Shivaji Poredi Scholarship Fund.	Do.	3% Conversion Loan 1946	11,100.00	11,100.00 333.00
16	Sir Cusrow Wadia Trust Fund.	Chairman of the Governing Body pf the Fund C/o Secy. to Govt. of Maharashtra, Agriculture & Forests Deptt., Bombay.	3% Loan 1970-75	12,86,100.00	12,86,100.00 38,583.00
17	Post War Services Reconstruction Fund.	Secy. of the Fund C/o Maharashtra State S. S. & A. Board, Poona.	3% Loan 1970-75 3% Conversion Loan 1946 4-1/4% Bombay S.D. Loan, 1969	3,96,300.00 73,900.00 2,11,900.00	6,82,100.00 35,861.74
18	War Memorial Fund for Indian Merchant Seamen 1947.	Committee of Management of the Indian Sailors Home Society Masjid Bunder Siding Road, Bombay-9.	3% Conversion Loan 1946	21,32,900.00	21,32,900.00 63,987.00
19	Homi Mehta Victory Thanks giving Fund.	Secy. of the Fund C/o Maharashtra State S. S. & A. Board, Poona.	3% Conv. Loan 1946 4-1/4% Loan 1973 4-1/4% Bombay Loan 1976 4-1/4% Bombay Loan 1969	2,86,900.00 46,400.00 3,000.00 1,65,000.00	5,01,300.00 18,705.00
20	L.V. Mandke Prize Fund.	Director of Education, Maharashtra State, Poona.	3% Conversion Loan 1946	600.00	1,600.00 48.00
21	Miss Shinde Shinde Prize Fund.	Do	3% Loan 1966-67	1,000.00	1,000.00 30.00
22	Maratha War Memorial Fund.	Hony. Secretary, Maratha War Memorial Fund, The Maratha Light Infantry, Regional Centre, Belgaum.	3% Loan 1970-75 3% Conversion Loan 1946	9,200.00 5,45,300.00	5,54,500.00 16,635.00

7	8	9	10	11
			Rs.	Rs.
..	630.00	Interest remitted Fee paid to Govt.	: 623.70 6.30 630.00	..
..	756.00	Interest remitted Fee paid to Govt.	: 748.44 7.56 756.00	..
..	384.00	Interest remitted Fee paid to Govt.	: 380.16 3.84 384.00	..
..	12,560.00	Interest remitted Fee paid to Govt.	: 12,434.40 125.60 12,560.00	..
..	1,068.00	Interest remitted Fee paid to Govt.	: 1,057.32 10.68 1,068.00	..
..	333.00	Interest remitted Fee paid to Govt.	: 329.66 3.34 333.00	..
..	38,583.00	Interest remitted Fee paid to Govt.	: 38,197.16 385.84 38,583.00	..
(m) 1,93,924.99 3,29,786.73		Interest remitted (m) Other Payments Fee paid to Govt.	: 35,503.10 1,93,924.99 358.64 3,29,786.73	(m) Repr. ts sale proceeds of 4-1/4% Bombay S.D. Loan 1969 for Rs. 3,00,000/-.
..	63,987.00	Interest remitted Fee paid to Govt.	: 63,347.12 639.88 63,987.00	..
..	18,705.00	Interest remitted Fee paid to Govt.	: 18,517.94 187.06 18,705.00	..
..	48.00	Interest remitted Fee paid to Govt.	: 47.52 0.48 48.00	..
..	30.00	Interest remitted Fee paid to Govt.	: 29.70 0.30 30.00	..
..	16,635.00	Interest remitted Fee paid to Govt.	: 16,468.64 166.36 16,635.00	..

24	Miss Clarke Memorial Nursing Fund.	Chairman, Bombay Branch of the National Association for supplying Female Medical Aid & Instruction to the women of India, C/o Shri R. N. Bhavnagri, S.B. Billimoria & Co., Chartered Accountants, 113, Mahatma Gandhi Road, Bombay-1.	3% Conv. Loan 1946	11,000.00	11,000.00	330.00
25	Barjorji Maneckji Sutaria Prize Fund.	Director of Education, Maharashtra State, Poona.	3% Conv. Loan, 1946	1,000.00	2,000.00	60.00

MADRAS--

1	The Lawrence Memorial School (Lovedale) Fund	(a) Three representatives of the Govt. of India of whom one shall be from the Ministry of Education and Scientific Research and shall be the Chairman, one shall be from the Ministry of Finance and shall be the Treasurer of the School and one shall be from the Ministry of Defence (b) Four other members to be nominated by the Govt. of India.	4% Madras Loan 1969 3% Conversion Loan 1946 4% Non-transferable Treasury Note of 1863-64 1872-73 : : : 1873-74 : : : 4-1/2% Loan 1986 3-1/2% N.P. Bonds Second Series 1965 Treasury Savings Deposit certificates	3,46,000.00 7,90,900.00 20,218.87 41,400.00 10,000.00 16,400.00 16,000.00 1,00,000.00	13,40,918.87	45,229.74
2	The Victoria Jubilee Scholarship Endowment at Mangalore.	A Committee consisting of (1) Dt. Judge, South Kanara (2) President, District Board, S. Kanara (3) The Chairman, Municipal Council, Mangalore and (4) District Educational Officer, South Kanara with the District Judge, South Kanara as President.	3% Conversion Loan 1946	33,400.00	35,400.00	1,062.00
3	Jonnagadla Ranjiah Chetty Collegiate Scholarship Endowment Fund.	The Director of Public Instruction, Madras.	3% Conversion Loan 1946 Treasury Savings Deposit Certificates 4 1/4% M.L. 1974.	32,400.00 200.00 3,000.00	35,600.00	1,115.00
4	Grigg Memorial Endowment Fund.	The D.P.I. Madras & Collector, Madras.	3% Conversion Loan 1946 Treasury Savings Deposit Certificates	11,500.00 1,100.00	12,600.00	389.00
5	J.M. Bourne Memorial Endowment Fund at Madras	The Chief Engineer of the Southern Railway, Madras.	3% Conversion Loan 1946 Treasury Savings Deposit Certificates	300.00 1,300.00	1,600.00	61.00

	7	8	9	10	11
	Rs.	Rs.	Rs.	Rs.	
(d)	6.00	397.00	Interest remitted . . .	387.09	(d) Represents refund of income-tax and surcharge deducted during the year 1963-64.
			(d) Other payments . . .	6.00	
			Fee paid to Govt. . .	3.91	
				<u>397.00</u>	
					The securities of the 4% Bombay Loan 1970 for Rs. 500.00 have, however, not been shown in the accounts as they are still with the Collector of Sangli pending completion of certain transfer formalities.
	..	330.00	Interest remitted . . .	326.70	
			Fee paid to Govt. . .	3.30	
				<u>330.00</u>	
	..	60.00	Interest remitted . . .	59.40	
			Fee paid to Govt. . .	0.60	
				<u>60.00</u>	
(o)	1,808.54	47,038.28	Interest remitted . . .	1,316.43	(o) Represents opening balance.
(r)	984.98	2,046.98	Interest remitted . . .	1,287.00	(r) Represents opening balance.
			Fee paid to Govt. . .	13.00	
				<u>1,300.00</u>	
(s)	414.08	1,529.08	Interest remitted . . .	391.05	(s) Represents opening balance.
			Fee paid to Government . . .	3.95	
				<u>395.00</u>	
(u)	1,597.03	1,986.03	Interest remitted . . .	1,730.51	(u) Represents opening balance.
			Fee paid to Govt. . .	252.96	
				2.56	
				<u>255.52</u>	
(v)	240.95	301.95	Interest remitted . . .	241.57	(v) Represents opening balance.
			Fee paid to Govt. . .	50.78	
				0.60	
				<u>60.38</u>	

1	2	3	4	5	6
WEST BENGAL—				Rs.	Rs.
1	The Indian Peo- ple's Famine Trust.	Board of Management, New Delhi.	3% Conversion Loan 1946	32,78,400.00	32,78,400.00 98,352.00
2	The Jewish Charitable Endowment Fund.	Mussa Board, Cal- cutta.	3% Conversion Loan 1946 3% Loan 1970-75	38,000.00 60,800.00	98,800.00 2,964.00
3	The Fund for the Medical Relief for Officers and Seamen of the Mercantile Ma- rine.	Civil Surgeon and Secy. General Hos- pital Trust Fund Committee, Chittagong.	3% Conversion Loan 1946	10,000.00	10,000.00 ..
MADHYA PRADESH—					
1	Nawab Sultan Ja- han Begum Edu- cation Endow- ment, Bhopal.	Board of Governors consisting of the following:	3% Conversion Loan 1946 4% M.P. Loan 1971	9,24,400.00 4,33,900.00	13,58,300.00 145,088.00
		(1) His Highness Skander Saulat Itikhar-ul-Malik Nawab Mohammed Humidullah Khan; (2) Shri Mahabir Prasad Verma formerly Judge of the Bhopal High Court; (3) Shri Mohammed Ahmad Ansari formerly Judge of the Bhopal High Court; (4) Colonel Yameenul-Mulk Nawabzada Rashidurz-Zafar Khan Bahadur; and (5) Mutamidul-Insha Ali Qadri Shri Syed Mashraq Ali, Secretary, Sarf-e-Khas of His Highness the Nawab of Bhopal.			
2	C. P. & Berar King Edward Memorial Society Fund.	Secretary to the Governing Body of the King Edward Memorial Society, Nagpur.	3% Loan 1966-67 4% M.P. Loan 1971 3% Conversion Loan 1946	19,000.00 1,90,200.00 2,42,800.00	4,52,000.00 15,462.00
3	C.P. Agriculture and Industries Improvement Fund.	Secretary to the Governing Body of the Society of Agriculture and Industries, Nagpur.	4% M.P. Loan 1971 3% Conversion Loan 1946	6,100.00 1,24,000.00	1,30,100.00 13,964.00
4	Anson Gardiner Memorial Scholar- ship Fund.	Bishop of Nagpur.	4% M.P. Loan 1971 3% Conversion Loan 1946	3,900.00 400.00	4,300.00 168.00
5	Sowbhagyawati Anneyubai Pan- dit Silver Medal Fund.	Inspectress of Schools, Nagpur.	3% Conversion Loan 1946	300.00	300.00 9.00
6	Sowbhagyawati Krishnabai Bal, Krishna Sule Prize Fund.	Do.	4% M.P. Loan 1971	300.00	300.00 12.00
7	R.B. Bhandari Janardhan Chon- bal Prize Fund.	Secretary, Vidarbha Board of Second- ary Education, Nagpur.	4% M.P. Loan 1971	1,000.00	1,000.00 40.00

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Rs.	Rs.	Rs.	Rs.
..	98,352.00	Interest remitted : Fee paid to Govt. :	97,368.48 983.52 <u>98,352.00</u>
(x) 67.83	3,031.83	Interest remitted : Fee paid to Govt. :	2,934.36 29.64 <u>2,964.00</u>
(y) 1,389.25	1,389.25	..	..
..	45,088.00	Interest remitted : Fee paid to Govt. :	44,637.12 450.88 <u>45,088.00</u>
..	15,462.00	Interest remitted : Fee paid to Govt. :	15,307.38 154.62 <u>15,462.00</u>
..	3,964.00	Interest remitted : Fee paid to Govt. :	3,924.36 39.64 <u>3,964.00</u>
..	168.00	Interest remitted : Fee paid to Govt. :	166.32 1.68 <u>168.00</u>
(ee) 67.50	76.50	..	..
(ff) 91.38	103.38	..	..
..	40.00	Interest remitted : Fee paid to Govt. :	39.60 0.40 <u>40.00</u>

(x) Represents opening balance.

(y) Represents opening balance

(ee) Represents opening balance.

(ff) Represents opening balance.

1	2	3	4	5	6
			Rs.	Rs.	Rs.
8	Ram Chandra Thakur Prize Fund.	Secretary, Board of Secondary Education, M.P., Bhopal.	Conversion 1946	Loan . . .	500.00 500.00 15.00
9	Browning Scholarship and Browning Teachers Scholarship Fund.	Collector, Nagpur, Director of Public Instruction M.P., Bhopal and Inspector of 3 schools, Nagpur.	4% M.P. Loan 1971 3% Conversion 1946	10.46	2,300.00 11,600.00 13,900.00 440.00
10	Hardinge Medal Fund.	Director of Public Instruction M.P., Bhopal.	3% Conversion 1946	Loan . . .	2,100.00 2,100.00 63.00
11	Meyhew and Spence Silver Medals Fund.	District Educational Officer, Bilaspur.	4% M.P. Loan 1971		600.00 600.00 24.00
12	Pandit Premshankar Gangashankar Thakur Scholarship Fund.	Chief Executive Officer, Janapad Sabha, Damoh.	3% Conversion 1946	Loan . . .	7,100.00 7,100.00 213.00
13	Rewa Shankar Pandya High School Scholarship Fund.	Divisional Superintendent of Education, Jabalpur.	3% Conversion 1946	Loan . . .	5,000.00 5,000.00 150.00
14	Laxmibai Scholarship Fund.	District Educational Officer, Jabalpur.	3% 1946	Conversion Loan . . .	2,600.00 2,600.00 78.00
15	Woodburn Scholarship Fund	Principal, Rajkumar College, Raipur.	4% M.P. Loan 1971 3% Conversion 1946	Loan . . .	12,500.00 [8,300.00 10,800.00 349.00
16	M.P. State Tuberculosis Association Fund.	Honorary Secretary, M.P. State T.B. Association, Nagpur.	3% Conversion 1946	Loan . . .	64,100.00 64,100.00 1,923.00

7

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11

Rs.	Rs.	Rs.	Rs.
..	15.00 Interest remitted Fee paid to Govt.	: 14.85 0.15 <hr/> 15.00	..
..	440.00 Interest remitted Fee paid to Govt.	: 435.60 4.40 <hr/> 440.00	..
..	63.00 Interest remitted Fee paid to Govt.	: 62.97 0.63 <hr/> 63.00	..
(kk) 3.60	27.60 Interest remitted Fee paid to Govt.	: 27.36 0.24 <hr/> 27.60	(kk) Represents refund of income-tax deducted in 1962-63.
..	213.00 Interest remitted Fee paid to Govt.	: 210.87 2.13 <hr/> 213.00	..
..	150.00 Interest remitted Fee paid to Govt.	: 148.50 1.50 <hr/> 150.00	..
..	8.00 Interest remitted Fee paid to Govt.	: 77.22 0.78 <hr/> 78.00	..
..	349.00 Interest remitted Fee paid to Govt.	: 345.51 3.49 <hr/> 349.00	..
(pp) 6,720.88	8,643.88	..	8,643.88 (pp) Represents opening balance.
The interest paid to the Honorary Secretary of the Fund for the half year ended 15-3-1961 was received back saying that the Association has been renamed as Vidarbha Regional T. B. Association and the interest be remitted to the said Association. As it is not legally found to be correct the interest for the half year ended 15-3-1961 and subsequent periods has been withheld. The matter is under consideration in consultation with the Government.			

1	2	3	4	5	6
				Rs.	Rs.
<i>Bihar</i>					
1	The Wood House Memorial Fund.	The Collector, Bha- galpur.	G.P. Notes	1,100.00	1,100.00
2	The Raja Raghunandan Prasad Trust Fund.	The Honorary Treasurer, Bihar S.P.C. A., Sudaqat Ashram, Patna.	3% Conversion 1946.	1,600.00	1,600.00
3	The Sir Fakhruddin Memorial Gold Medal Fund.	The Director of Public Instruction, Bihar.	3% Conversion 1946.	1,100.00	1,100.00
					49.50
UTTAR PRADESH (Represents accounts for the year ending 30th September, 1964)					
<i>Aligarh</i>					
1	Tassaddiq Rasul Arabic Scholarship Endowment Trust.	Treasurer, Muslim University, Aligarh.	3% Conversion 1946	20,200.00	20,200.00
2	Sir Syed Ahmed Memorial Trust.	Registrar, Muslim University, Aligarh.	3% Conversion 1946	1,16,000.00	1,16,000.00
					1,740.00
3	Sir William Mar- tis Scholarship Endowment Trust.	Vice-Chancellor, Muslim University, Aligarh.	3% Conversion 1946	6,400.00	6,400.00
					96.00
<i>Allahabad</i>					
4	Rewa Scholarship Endowment Trust.	Principal, Government Inter-College, Allahabad.	3% Conversion 1946	4,100.00	4,100.00
5	Panna Scholarship Endowment Trust.	Director of Education, U.P., Allahabad.	3% Conversion 1946	5,200.00	5,200.00
6	Vizianagram Scholarship Endowment Trust.	Principal, Government Inter-College, Allahabad.	3% Conversion 1946	14,800.00	14,800.00
7	Vizianagram Scholarship Endowment Trust.	Registrar, Allahabad University, Allahabad.	3% Conversion 1946	26,000.00	26,000.00
					390.00
<i>Varanasi</i>					
8	Sadholal Scholarship Endowment Trust.	Principal, Sanskrit College, Varanasi.	3% Conversion 1946	45,000.00	45,000.00
9	Kathiawad Sanskrit Scholarship Endowment Trust.	Do.	3% Conversion 1946	9,100.00	9,100.00
10	Kewa Scholarship Endowment Trust.	Principal, Government Higher Secondary School, Varanasi.	3% Conversion 1946	5,800.00	5,800.00
					87.00

Rs.	Rs.	Rs.	Rs.
..	..	..	The Securities of the 3% loan 1963-65 have since matured. The amount has not been reinvested yet pending advice of the administrator.
..	72.00	Interest remitted : Fee paid to Govt. : 71.28 0.72 72.00	..
..	49.50	Interest remitted : Fee paid to Govt. : 48.99 0.51 49.50	
..	303.00	Interest remitted : Fee paid to Govt. : 299.97 3.03 303.00	..
..	1,740.00	Interest remitted : Fee paid to Govt. : 1,722.60 17.40 1,740.00	..
..	96.00	Interest remitted : Fee paid to Govt. : 95.04 0.96 96.00	..
..	61.50	Interest remitted : Fee paid to Govt. : 60.88 0.62 61.50	..
..	78.00	Interest remitted : Fee paid to Govt. : 77.22 0.78 78.00	..
..	222.00	Interest remitted : Fee paid to Govt. : 219.78 2.22 222.00	..
..	390.00	Interest remitted : Fee paid to Govt. : 386.10 3.90 390.00	..
..	675.00	Interest remitted : Fee paid to Govt. : 668.25 6.75 675.00	..
..	136.50	Interest remitted : Fee paid to Govt. : 135.13 1.37 136.50	..
..	87.00	Interest remitted : Fee paid to Govt. : 86.13 0.87 87.00	..

1	2	3	4	5	6
				Rs.	Rs.
11	Nagri Pracharini Sabha Endowment Trust.	Secretary, Nagri Pracharini Sabha, Varanasi.	3% Conversion	Loan 1,44,800-00	1,44,800-00 2,172-00

12	Maharaj Kumar Sri Sudhanshu Shekhar Singh Deo heir apparent of Sonapur Estate, Orissa, Medal Endowment Trust.	Vice-Chancellor, Banaras Hindu University, Varanasi.	3% 1946.	Conversion	Loan 1,500-00	1,500-00 22-50
13	Rani Bhuvan Raj Lakshmi Devi	Registrar, Banaras Hindu University, Varanasi.	3% 1946.	Conversion	Loan 17,300-00	17,300-00 109-50

Pauri Garhwal

14	Gachhwal Kshattriya Education Endowment Trust Fund.	Secretary, Gachhwal Kshattriya Education Endowment Trust Fund, Pauri Garhwal.	3% 1946.	Conversion	Loan 751,800-00	751,800-00 777-00
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Lucknow

15	Nagar Education Endowment Trust.	Secretary, Nagar Education Endowment Trust, Upper-India, Lucknow.	3% 1946.	Conversion	Loan 16,600-00	
			3% 1st Development Loan 1970-75.		1,300-00	
			Treasury Savings Deposit Certificate.		8,000-00	
			National/Plan Savings Certificates.		2,800-00	128,700-00 588-50
16	Captain Kr. Indra- jit Singh M.C.I. M.S. Memorial Research Scholar- ship Endow- ment Trust.	Principal, Medical College, Lucknow.	3% 1946.	Conversion	Loan 1,06,600-00	1,06,600-00 1,595-00

Mirzapur

17	Giraudji Kayastha	Collector, Mirzapur.	3% 1946.	Conversion	Loan 1,600-00	
	Pathshala Endow- ment Trust.		Treasury Savings Deposit Certificate.		7,550-00	9,150-00 326-00

Punjab

Pending apportionment of Securities relating to Central Charitable Endowments between India and Pakistan the list of Securities could not be prepared.

7	8	9	10	11
Rs.	Rs.	Rs.	Rs.	
..	2,172.00	Interest remitted Fee paid to Govt.	2,150.28 21.72 <u>2,172.00</u>	..
..	22.50	Interest remitted Fee paid to Govt.	22.27 0.23 <u>22.50</u>	..
..	109.50	Interest remitted Fee paid to Govt.	108.40 1.10 <u>109.50</u>	..
..	777.00	Interest remitted Fee paid to Govt.	769.23 7.77 <u>777.00</u>	..
..	588.50	Interest remitted Fee paid to Govt.	582.61 5.89 <u>588.50</u>	..
..	1,599.00	Interest remitted Fee paid to Govt.	1,583.01 15.99 <u>1,599.00</u>	..
..	326.00	Interest remitted Fee paid to Govt.	322.74 3.26 <u>326.00</u>	..

[No. F. 1/1/65 S.B.-TCE.]

A. R. SHIRALI,
Treasurer of Charitable
Endowments for India.

(Department of Company Affairs and Insurance)

New Delhi, the 11th June 1965

S.O. 1952.—In exercise of the powers conferred by sub-rule(2) of rule 11, clause (b) of sub-rule (2) of rule 14, and sub-rule (1) of rule 23, of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby directs that the following further amendments shall be made in the notification of the Government of India in the late Ministry of Finance (Company Law Administration) No. S.R.O. 624, dated the 28th February, 1957, namely:—

In the Schedule to the said notification—

- (i) for the words “Special Secretary in the Ministry of Finance, Department of Revenue and Company Law and ex-officio Chairman, Company Law Board” wherever they occur, the words “Secretary, Ministry of Finance, Department of Company Affairs and Insurance and Chairman, Company Law Board” shall be substituted;
- (ii) for the words “Joint Secretary in the Ministry of Finance, Department of Revenue and Company Law and ex officio Member Company Law Board” wherever they occur, the words “Joint Secretary in the Ministry of Finance, Department of Company Affairs and Insurance and Member, Company Law Board” shall be substituted;
- (iii) in Part II—General Central Service, Class III, for the headings ‘Office of the Registrar of Companies’ and “Office of the Official Liquidators” and the entries relating thereto, the following headings and entries shall respectively be substituted, namely:—

1	2	3	4	5
<i>“Offices of the Registrar of Companies :</i>				
Lower Division Clerks (including Cashiers and Steno-typists)	Registrar of Companies.	Registrar of Companies.	All	Regional Company Board. Director, Law
<i>Office of the Official Liquidator :</i>				
Lower Division Clerks (including Cashiers and Steno-typists)	Official Liquidator.	Official Liquidator.	All	Regional Company Board. Director, Law
All other posts	Regional Company Board. Director, Law	Regional Company Board. Director, Law	All	Joint Secretary, Department of Company Affairs and Insurance.
		Registrar of Companies.	(i) to (iii)	Regional Director, Company Law Board.
All other posts	Regional Company Board. Director, Law	Regional Company Board. Director, Law	All	Joint Secretary, Department of Company Affairs and Insurance.
		Official Liquidator	(i) to (iii)	Regional Director, Company Law Board.”

(iv) in Part III—General Central Service, Class IV, for the heading “Office of the Official Liquidators” and the entries relating thereto, the following heading and entries shall be substituted, namely:—

1	2	3	4	5
<i>“Office of the Official Liquidator :</i>				
All posts	Official Liquidator	Official Liquidator	All	Regional Company Board.” Director, Law

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 14th June 1965

S.O. 1953.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following further addition to the Schedule appended to its Notification S.O. 1621 (No. 31-Income-tax dated 11th May, 1964) dated 16th May, 1964, namely:—

In the said Schedule against Varanasi Range, under column 2, the following shall be added:—

5. Special Circle, Varanasi.

Explanatory Note

The amendment has become necessary on account of creation of a new Circle known as Special Circle, Varanasi, in the Commissioner's charge.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 47(F.No. 50/67/65-ITJ).]

T. N. PANDEY, Under Secy.

MINISTRY OF INDUSTRY AND SUPPLY

(Dept. of Industry)

CORRIGENDUM

New Delhi, the 14th June 1965

S.O. 1954.—In the late Ministry of Industry Order No. S.O. 132 dated the 1st January, 1964, as amended from time to time, published in Part II section 3 Sub-Section (ii) of the Gazette of India dated the 11th January, 1964:—

For 3. Shri V. G. G. Nayar, General Manager, Indian Aluminium Cables Ltd., No. 6-Retendone Road, New Delhi-11.

Read 3. Shri V. G. G. Nayar,
M/s. Bajaj Electricals Ltd.,
47/21, Chiplonker Road,
Poona-4.

[No. 1(12)/Dev. Councils/63.]

R. C. SETHI, Under Secy.

(Department of Industry)

(Indian Standards Institution)

New Delhi, the 9th June 1965

S.O. 1955.—IS:2566-1965 Specification for B-T will Jute Bags (Revised) has been added in Certification Marks Licences No. CM/L-845, 847, 849, 851, 853, 855, 857, 876, 878, 880, 882, 884, 896, 998, 914, 926, 942, 944, 948, 954, 960, 962 and 964 with effect from 16 May 1965 and in CM/L-843, 859, 862, 866, 870, 872, 884, 886, 888, 890, 892, 900, 902, 904, 906, 908, 910, 912, 916, 918, 920, 922, 924, 928, 930, 932, 934, 936, 938, 940, 946, 950, 956, 958, 968, 970, 972 and 974 with effect from 1 June 1965. The details of these licences were published under S.O. 79 in the Gazette of India, Part II, Section 3(ii) dated 2 January 1965.

D. V. KARMARKAR, Jt. Director (Marks).

